

EMPLOYMENT CONTRACT BETWEEN

DAVID B. SMITH

AND

**THE BOARD OF SCHOOL TRUSTEES OF THE
EVANSVILLE VANDERBURGH SCHOOL CORPORATION
COMMENCING DECEMBER 15, 2014**

WHEREAS, this Employment Contract is entered into between the Board of School Trustees of the Evansville Vanderburgh School Corporation, hereinafter referred to as the "Corporation" and David B. Smith, hereinafter referred to as "Superintendent."

WHEREAS, Corporation desires to provide Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools which Corporation believes generally improves the quality of its overall educational program; and

WHEREAS, Corporation and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the Corporation; and

NOW, THEREFORE, Corporation and Superintendent, for the consideration herein specified, agree as follows:

1. **TERM**

Corporation hereby employs Superintendent, and Superintendent hereby accepts such employment, for a term commencing December 15, 2014, through June 30, 2018. Said term may be extended pursuant to paragraph 7 hereof.

2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT**

A. **Certification.** Superintendent shall hold a valid superintendent's certificate issued by the State of Indiana.

B. **Duties.** Superintendent shall have those duties and responsibilities as established and set forth in the job description provided by the Corporation and as the Board may direct from time to time.

C. **Outside Activities.** Superintendent shall devote his time, attention and energy to the business of the Corporation. However, he may serve as a consultant to other

districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at his discretion. Such activities which require the Superintendent to be absent from the school corporation for more than five (5) full working days shall be subject to the Board of School Trustees' ("Board") approval. Superintendent may, at his option, and with the approval of the Board, continue to draw a salary while engaged in the outside activity as described above. In such cases, honoraria paid Superintendent in connection with these activities shall be transferred to the Corporation. If Superintendent chooses to use vacation leave to perform outside activities, he shall retain any honoraria paid. In no case will Corporation be responsible for any expenses incurred in the performance of such outside activities.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

Corporation encourages the continuing professional growth of Superintendent through his participation, as he might decide in light of his responsibilities as Superintendent, in:

- A. the operation, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
- B. seminars and courses offered by public or private educational institutions; and
- C. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his professional responsibilities for Corporation.

To encourage such activities, Corporation shall approve a reasonable amount of release time for Superintendent to attend to such matters and pay for the necessary fees for travel and subsistence expenses, as approved by the Corporation in its annual budget.

4. COMPENSATION & BENEFITS

Superintendent's annual base salary shall be \$175,000.00. The parties may mutually agree to adjust the base salary and deferred compensation of the Superintendent in future years.

The Superintendent's annual base salary shall be paid to Superintendent on an equal installment basis during each year of such employment, the installment payment dates to be commensurate with the installment payment dates applicable to other administrative employees of the Corporation.

Superintendent shall be entitled to all benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with Corporation.

The Corporation shall provide payment for a term life insurance policy in the amount of Five Hundred Thousand Dollars (\$500,000.00); as well as the option for Superintendent to purchase the term life insurance available to all administrative employees.

Corporation shall provide Superintendent reasonable travel expenses, dues for local, state and national organizations to which he shall choose to belong, and other expenses incurred by Superintendent in the continuing performance of his duties under this Contract as approved by the Corporation in its annual budget.

Superintendent shall be entitled to paid vacation as defined and granted to 52 week administrators in the Corporation. The Superintendent may elect to receive payment at his per diem rate for no more than ten (10) unused vacation days per year should he determine in his sole discretion that work demands preclude time-off from his regular duties.

In light of the unique nature of the professional duties of the Superintendent, the Corporation shall provide Superintendent with an automobile allowance of \$1,000.00 per month.

The Corporation shall also provide the Superintendent with deferred compensation of \$25,000.00 per year which shall be paid as the Superintendent may direct.

5. PROFESSIONAL LIABILITY

To the extent permitted by Indiana law, Corporation agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the Corporation, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigation. This indemnification comes from the Corporation only and no individual board member is to be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.

6. PERFORMANCE EVALUATION

Recognizing that the Superintendent is a "certificated employee" as defined at Ind. Code 20-29-2-4, the Board shall provide the Superintendent with a written performance evaluation by June 30 of each contract year. If the Superintendent receives an evaluation rating of "highly effective" or "effective," he shall receive a 3% increase in his base salary and deferred compensation effective July 1.

7. **RENEWAL OF EMPLOYMENT CONTRACT**

This Contract shall automatically be extended for an additional year if no notice of non-renewal shall have been given by June 30 of 2016. Similarly, it shall be extended for a second additional year if no such notice is given by June 30, 2017.

8. **TERMINATION OF EMPLOYMENT CONTRACT**

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement or resignation of Superintendent on 90 day written notice.
- C. Disability of Superintendent.

In the event of disability by illness or incapacity, after Superintendent's sick leave has been exhausted, the compensation shall be reinstated after Superintendent has returned to employment and undertaken the full discharge of his duties. Corporation may terminate this contract by written notice to Superintendent at any time after Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of one hundred twenty (120) days. All obligations of Corporation shall cease upon such termination.

If a question exists concerning the capacity of Superintendent to return to his duties, Corporation may require Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine and chosen by the Corporation. The examination shall be done at the expense of Corporation. The physician shall limit his report to the issue of whether Superintendent has a continuing disability which prohibits him from performing his duties.

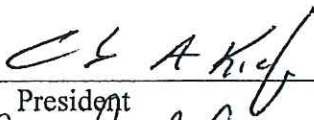
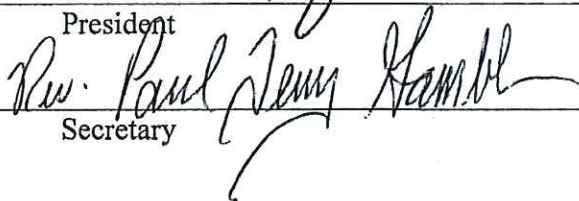
- D. Discharge for any cause in any statute stipulating cause for dismissal of teachers and subject to the notice and hearing rights provided by statute for any superintendent's contract.
- E. Death of the Superintendent.

9. SAVINGS CLAUSE

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

IN WITNESS WHEREOF, Corporation has caused this Employment Contract to be approved on its behalf by a duly authorized officer and Superintendent has approved this Employment Contract in effect on the day and year specified in paragraph 1 above.

**BOARD OF SCHOOL TRUSTEES
EVANSVILLE VANDERBURGH SCHOOL CORP.**

By 
President

Secretary

SUPERINTENDENT


David B. Smith

AMENDMENTS TO EMPLOYMENT CONTRACT

The Board of School Trustees of the Evansville Vanderburgh School Corporation ("Corporation") and David B. Smith ("Superintendent") are parties to an employment contract dated December 15, 2014. Said parties wish to amend said contract to provide for an increased term and to further clarify some of the provisions contained therein. To the extent not modified in this document, the remaining provisions of the contract dated December 15, 2014, shall remain in full force and effect.

THEREFORE, Corporation and Superintendent, for good and valuable consideration, agree as follows:

1. TERM.

The term of the employment contract shall be amended to commence July 1, 2017, through June 30, 2022, subject to any extensions which may occur pursuant to paragraph 7 hereof.

4. COMPENSATION AND BENEFITS.

Superintendent shall be entitled to all benefits and wage increases applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Corporation.

Superintendent shall be entitled to paid vacation as defined and granted to fifty-two (52) weeks administrators in the Corporation. The Superintendent may elect to receive payment at his per diem rate for unused vacation days should he determine in his sole discretion that work demands preclude time-off from his regular duties.

7. RENEWAL OF EMPLOYMENT CONTRACT.

This contract shall automatically be extended for an additional year if no notice of non-renewal shall have been given by June 30 of any contract year.

8. TERMINATION OF EMPLOYMENT CONTRACT

F. If the Board wishes to terminate Superintendent's employment for any reason other than Superintendent's disability as provided in (C) or "cause" as provided in (D) hereinabove, then and in that event the Board shall pay and the Superintendent shall accept the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) as full and final payment of all sums due hereunder.

**BOARD OF SCHOOL TRUSTEES
EVANSVILLE VANDERBURGH SCHOOL CORP.**

By Andrew C. Gurnea
President
C. A. Smith
Secretary

SUPERINTENDENT

David B. Smith
David B. Smith