

EMPLOYMENT CONTRACT BETWEEN

DAVID B. SMITH

AND

THE BOARD OF SCHOOL TRUSTEES OF THE  
EVANSVILLE VANDERBURGH SCHOOL CORPORATION  
COMMENCING JULY 1, 2011

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 July 1, 2011, through June 30, 2014.

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 is \$160,000. The parties may mutually agree to adjust the base salary of the Superintendent in future years but the Superintendent shall automatically receive any percentage increase in base salary awarded generally to administrative employees of the School Corporation during the term of this Contract.

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.

In light of the unique nature of the professional duties of the Superintendent, the Corporation shall provide Superintendent with an automobile allowance of \$750.00 per month.

The Corporation shall also provide the Superintendent with deferred compensation of \$20,000.00 per year which shall be paid into a mutually agreeable fund, or 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. **EVALUATION**

The Board shall evaluate and assess in writing the performance of Superintendent at least once a year during the term of this contract. This evaluation and assessment shall be reasonably related to the position description of Superintendent and the goals and objectives of the Corporation and the Superintendent for the year in question. The Board's evaluation and written assessment of Superintendent shall be completed prior to June 30<sup>th</sup> of each year of this Employment Contract.

7. **RENEWAL OF EMPLOYMENT CONTRACT**

This Contract shall be extended for an additional year if no non-renewal notice is given by June 30, 2012. Similarly, it shall be automatically extended for a second additional year if no such notice is given by June 30, 2013.

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 Bix Brunson

President

Wm. M. E.

Secretary V. P.

**SUPERINTENDENT**

David B. Smith

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