

**METROPOLITAN SCHOOL DISTRICT OF LAWRENCE TOWNSHIP
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This Superintendent's Contract of Employment (hereafter "Contract") supplements the basic teaching contract of Dr. Shawn A. Smith as Superintendent by the Board of Education of the Metropolitan School District of Lawrence Township by consent of the parties in the manner permitted by Indiana Code 20-28-8-6.

1. Parties to this Contract and Definition of Terms

The parties to this Contract are the:

- A. "Superintendent" meaning Dr. Shawn A. Smith; and
- B. "Board" meaning the Board of Education acting as the governing body of the Metropolitan School District of Lawrence Township.
- C. The term "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.

2. Employment of Superintendent & Terms of Employment

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer and Chief School Administrator of the Metropolitan School District of Lawrence Township ("School Corporation") for an initial period beginning on July 1, 2023, and concluding on June 30, 2026, subject to the terms of this Contract.

The parties agree that the Superintendent shall provide services on two hundred sixty (260) days during each school year. These work days shall be provided in accordance with a schedule of work days established by the Superintendent so as to insure the full and competent performance of the duties established in Paragraph 3 of this Contract. The two hundred sixty (260) work days shall include sick leave days pursuant to Paragraph 5-C of this Contract and any other paid leave pursuant to Paragraph 5-E and 5-F of this Contract. The Superintendent shall devote the Superintendent's full time, attention, and energy to the business of the School Corporation. However, this provision shall not preclude the Superintendent from serving on the board(s) of civic, charitable, non-profit, or other community organizations.

3. Duties of the Superintendent

The Superintendent is responsible for and shall perform those functions as specified in the job description for the position for which the Superintendent is hereby employed, as such may be amended from time to time by the Board. The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board. The Superintendent is also responsible for complying with all directives of the Board which are authorized by official Board action. In addition, the Superintendent shall, during the term of this Addendum, hold and

maintain such state licenses and certifications as may be applicable or required, and shall devote his full working time to the performance of his duties as Superintendent. If the Superintendent desires to engage in outside employment or consulting, then he agrees he will not do so without obtaining prior Board approval.

4. Evaluation of the Superintendent

The Board will review the Superintendent's performance no less than once each school year. The Superintendent must receive a school year evaluation rating of Effective or Highly Effective to be eligible to receive any salary raise or increment for the following school year. The Superintendent shall not be eligible to receive any salary increase or increment or any performance incentive pay in any school year he receives an evaluation rating of Ineffective or Improvement Necessary.

5. Salary & Benefits

A. Salary

The Superintendent shall be paid a base salary of \$241,176 for the annual period of July 1, 2023 through June 30, 2024. In addition, the Superintendent shall receive a base salary increase for the 2023-2024 school year equal to the percentage increase to the base salary given to teachers. Thereafter, if Superintendent continues to meet the expectations of the Board, he will receive an annual base salary increase to be the same as what was given to the teachers. The Superintendent shall be paid in twenty-six (26) equal bi-weekly installments on a schedule fixed for all employees of the School Corporation.

B. Performance Incentive Pay

The Superintendent will be eligible to receive Performance Incentive Pay for each school year the Superintendent receives an Overall Annual Evaluation Rank of Highly Effective or Effective. The Performance Incentive Pay will be based on the following weighted factors:

(A) Evaluation (the board will decide which tool to utilize prior to the evaluation being completed) – 50%

(B) Board Goals (measurable objectives as set by the Board of Education and Superintendent at the beginning of each school year) – 50%

The Superintendent shall be eligible to receive Performance Incentive Pay of up to \$25,000 for the period of July 1, 2023 through June 30, 2024 and for each like period thereafter he remains employed, to be paid no later than June 30 of each year. The Superintendent shall be

eligible to receive a pro rata share of the Performance Incentive Pay each year of this contract based on the composite value of the Overall Annual Evaluation Rank.

C. Paid Medical and Personal Leave

1. Medical Leave. The Superintendent shall receive fourteen (14) Medical Leave days per school year. Two (2) days per year may be used for family commitment days. These days will be deducted from the Superintendent's Medical leave accumulation.
2. Personal Leave. The Superintendent shall be granted two (2) days of Personal Leave per school year without loss of pay. Personal leave days shall accumulate to a maximum of five (5) days. Personal leave days over the maximum of five (5) will be added to the Superintendent's Medical Leave accumulation.

D. Sick Leave Days

Upon the Superintendent's retirement from the School Corporation, the Superintendent shall receive compensation for any unused and accumulated sick days at a rate of \$100 per day for unused sick days.

E. Vacation Days

The Superintendent will receive twenty-five (25) days of paid vacation each school year of this contract. The Superintendent may carry over a maximum of five (5) vacation days each school year (July 1 to June 30). In addition, the Board will purchase up to ten (10) additional unused vacation days on June 30 of each year of the contract at the Superintendent's per diem rate based on the Superintendent's base salary. This amount shall be paid in a lump sum subject to all appropriate federal, state and local withholding requirements. All other unused vacation days at the end of each year shall not be carried forward and shall not accumulate.

F. Paid Holidays

The Superintendent will be compensated for the same paid holidays as are provided to other full year administrators.

G. Insurance Coverage and Contribution

1. Health Insurance. The Board shall make available Health Insurance for the Superintendent and shall contribute the same amount each year as the Board pays for all other

Administrators toward the cost of the coverage the Superintendent elects.

2. Dental Insurance. The Board shall make Dental Insurance available to the Superintendent and shall contribute the same amount each year as the Board pays for all other Administrators toward the cost of the coverage the Superintendent elects.
3. Vision Insurance. The Board shall make Vision Insurance available to the Superintendent and shall contribute the same amount each year as the Board pays for all other Administrators toward the cost of the coverage the Superintendent elects.
4. Short Term Disability Compensation. The Board agrees to provide Short Term Disability Compensation to the Superintendent 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's per diem salary rate and shall continue until long term disability coverage is available or for ninety (90) days, whichever occurs first, but Superintendent will first exhaust any unused sick days. The School Corporation shall purchase a disability policy, naming the Superintendent as insured, that will provide an income to the Superintendent equal to at least sixty-six and two-thirds percent (66 2/3%) of the Superintendent's contractual salary, said income to continue during full disability (as described in the applicable insuring policy) until Superintendent is sixty-five (65) years of age or dies, whichever first occurs.

H. Term Life Insurance

The Board agrees to provide the Superintendent a term life insurance policy with a face value equal to \$500,000. The Superintendent shall contribute \$1.00 annually toward the cost of the premium for such term life insurance.

I. INPRS Employee Contribution

In addition to the other considerations provided to the Superintendent by this paragraph of this Contract, the Board shall make any contribution to the Indiana Public Retirement System that would otherwise be required to be paid by the Superintendent in accordance with his date of hire. The Superintendent's date of hire is when the Superintendent was assigned an INPRS retirement number.

All payments to the Superintendent subject to federal income tax and the Superintendent's contribution to the Indiana Public Retirement System shall be included in the Superintendent's salary for purposes of the Indiana Public Retirement System.

J. Cellular Phone and Internet Device

The Board agrees to provide the Superintendent with a cellphone and cellphone service with both voice mail and email capacity. The Board further agrees to provide the Superintendent with an internet device. The Board and the Superintendent agree that these devices will be used for school business.

K. Dues/Membership Fees for Professional Organizations

The Board agrees to reimburse the Superintendent for the cost of three (3) memberships in any state or national professional association selected by the Superintendent each school year.

L. State and National Conferences

The Board agrees to pay all reasonable expenses (which is determined in the sole discretion of the Board) for the Superintendent to attend state conferences and one national conference each school year to enhance his professional skills and knowledge, provided the Superintendent receives advance approval from the Board to attend such conference(s).

M. Automobile Allowance

The Board shall provide the Superintendent with a monthly automobile allowance in the amount of one thousand dollars (\$1,000.00). The Board will pay the Superintendent this monthly automobile allowance in lieu of mileage reimbursement.

**N. Annuity
457(b) Plan**

In addition to the above, the Board shall contribute on behalf of the Superintendent twenty thousand (\$20,000.00) dollars annually in into a 457(b) plan in 24 equal installments throughout each contract year.

403(b) Plan

In addition to the above, the Board shall contribute on behalf of the Superintendent, seventeen thousand five hundred (\$17,500.00) dollars

annually into a 403(b) plan in 24 equal installments throughout each contract year.

O. VEBA 509(c)(9)

The Board shall contribute on behalf of the Superintendent ten thousand (\$10,000) dollars annually into a VEBA 509(c)(9) plan in 24 equal installments throughout each contract year.

P. Other Benefits

The Superintendent shall be entitled to all other benefits established by the Board for all full year administrators employed by Board as set forth in Metropolitan School District of Lawrence Township Board of Education 2023-2024 Administrative Benefits, which may be amended at the Board's discretion. To the extent benefits for other administrative employees duplicate a benefit specifically provided pursuant to this Contract, the benefit provided by this Contract shall be the benefit provided to the Superintendent.

6. Professional Liability

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

7. Medical Examination

In light of the unique nature of the professional duties of Superintendent of Schools, the School Corporation shall, at its expense, provide to the Superintendent a complete medical examination of Superintendent once each year. The School Corporation shall be advised in writing by the physician of the continued physical fitness of the Superintendent to perform his duties and such advice shall be confidential.

8. Extension and Non-Renewal of this Contract

On July 1 of each year, this Contract's term shall extend for an additional school year. However, this contract may be extended no more than five (5) years beyond the initial ending date. Either party may object before July 1 on any given year to an extension of the term for an additional school year. If such objection is made, this Contract

shall not automatically extend. The Board shall follow the statutorily prescribed process for the cancelation or nonrenewal of this Contract.

9. Cancellation of this Contract

The parties agree that the three alternative termination provisions set forth in this paragraph shall be the sole and exclusive means of cancelling the Superintendent of Schools Basic Contract and this Addendum (hereafter collectively referred to as the "Superintendent's Contracts") prior to their expiration date. Any of the following three alternatives (a, b or c) may be utilized by the Board at the Board's sole discretion to terminate the Superintendent's Contracts before their expiration date:

(a) Termination Option 1 – The Board:

- (i) initiates cancellation for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1(b); and
- (ii) gives the Superintendent written notice of its intent to cancel the Superintendent's Contract for cause and provides the Superintendent the opportunity to have a hearing before the Board in an official executive session at least ten (10) days before the Board meets in a public meeting to vote on the termination.
- (iii) If the Superintendent requests a hearing with the Board under paragraph (a)(ii) herein, and if the Board subsequently votes in a public meeting to approve the termination of the Superintendent's Contracts, the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1(b) exist.

(b) Termination Option 2 – The Board may elect to cancel the Superintendent's Contracts without cause by giving not less than a twelve (12) month advance written notice to the Superintendent. If the Board elects to cancel the Superintendent's Contracts without cause pursuant to this provision, no compensation or benefits which accrue subsequent to the twelve (12) month anniversary of the date such written notice is given shall be owed the Superintendent. The School Corporation and the Superintendent may mutually agree to waive or shorten the notice period required for elective Board cancellation under this provision.

Upon receiving the Board cancellation notice set forth above, the Superintendent has thirty (30) days to request a conference with the Board. If the Superintendent requests a conference with the Board, such request shall be submitted in writing to the Board President. Upon the Board President's

receipt of the Superintendent's request for a conference, the Board shall hold a conference with the Superintendent within ten (10) days unless the parties mutually agree otherwise.

If the Board cancels the Superintendent's Contracts pursuant to this provision, the Superintendent shall submit his resignation as Superintendent and teacher effective on the cancellation date and the Board will accept such resignation at its next regularly scheduled meeting. The Superintendent and the Board will refer to the reason for such resignation as "philosophical differences" or such other description as the Board and Superintendent shall mutually agree.

If the Superintendent desires to request that his Superintendent's Contracts be cancelled, the Superintendent must give the Board at least sixty (60) days written notice prior to the effective date when such cancellation would become effective.

- (c) Termination Option 3 – The School Board receives written notice from the Division of Professional Standards that the Superintendent no longer holds a license required for the position of Superintendent of Schools from the Division of Professional Standards of the Indiana Department of Education or receives a certified copy of a court document indicating that the Superintendent was convicted of an offense listed in Indiana Code 20-28-5-8(c). In the event one of these circumstances would occur, the Board may terminate the Superintendent's Contracts immediately upon providing written notice to the Superintendent. The Superintendent agrees that he waives all statutory and constitutional due process procedures that he would otherwise be entitled to receive by law in the event the Board has to terminate the Superintendent's Contracts pursuant to this provision.

10. Entire Contract of Parties

This Contract 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. Modifications to this Contract shall be approved by both parties in the same manner that this Contract was approved.

If required for purposes of compliance with a standard or request of the State Board of Accounts of the State of Indiana, the parties agree that they will execute one or more one-year or multi-year standard teacher contracts to implement the terms of this Contract. The parties further agree that to the extent this Contract is inconsistent with the Superintendent's basic teacher contract it replaces, the terms of this Contract shall control.

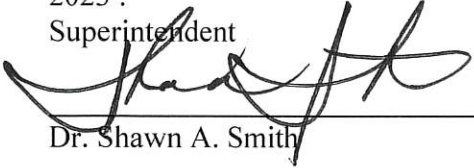
11. Contract as a Public Record

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.

Agreed this 28 day of August 2023.

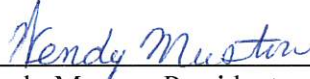
IN WITNESS WHEREOF, we hereunto set our hands and seals this 28 day of August 2023 .

Superintendent



Dr. Shawn A. Smith

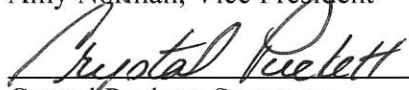
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