

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of July, 2019, by and between THE BOARD OF SCHOOL COMMISSIONERS OF THE CITY OF INDIANAPOLIS ("Board" or "IPS") and ALEESIA JOHNSON ("Mrs. Johnson").

Recitals

A. The Board wants to employ Mrs. Johnson as Superintendent of the Indianapolis Public Schools, and Mrs. Johnson wants to be employed in that capacity.

B. The Board and Mrs. Johnson are reducing to writing the terms of Mrs. Johnson's employment, such terms to include, supplement, and modify, where applicable, the Regular Teacher's Contract which, to the extent required by law, will be entered into by the Board and Mrs. Johnson.

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

ARTICLE I

EMPLOYMENT AND TERM

Section 1.1 Employment Term. The Board hereby employs Mrs. Johnson as Superintendent of the Indianapolis Public Schools ("IPS"), and Mrs. Johnson agrees to be employed as Superintendent. The term of her employment with IPS (the "Employment Term") shall begin upon approval of this Agreement by the Board ("Effective Date") and end on June 30th, 2022 ("Expiration Date"); provided, however, that the Employment Term and this Agreement may be extended pursuant to Section 1.3 of this Agreement or terminated prior to the Expiration Date as provided in Sections 1.4 and 1.5 of this Agreement.

Section 1.2 Employment Year. The first year of the Employment Term shall be from the Effective Date until June 30th, 2020. After the first year, an Employment Year shall begin July 1st of a year and end on June 30th of the following year.

Section 1.3 Extension of Employment Term and this Agreement. If, after each year of the Employment Term, Mrs. Johnson is evaluated by a majority of the Board as either an overall “Effective” or “Highly Effective”, then one (1) additional year shall be added to the Employment Term. Any other extensions of this Agreement and the Employment Term must be by mutual agreement in a document signed by the parties.

Section 1.4 Termination. This Agreement and Mrs. Johnson’s employment with IPS (as Superintendent and in any other capacity, including employment pursuant to any underlying teacher contract) may be terminated:

- (a) By the parties through written mutual consent;
- (b) By the resignation or retirement of Mrs. Johnson;
- (c) By the Board or Mrs. Johnson on the Expiration Date (including any extensions) as provided in IC 20-28-8-7, as it may be amended;
- (d) Without action of the parties upon the death, disability (as defined in the Board's disability insurance policy) or incapacity of Mrs. Johnson. If a question exists concerning the capacity of Mrs. Johnson to serve as Superintendent, the Board, at its own cost, may require her to submit to a medical examination by a licensed physician;
- (e) Without action of the parties if Mrs. Johnson fails to maintain a valid license or certificate evidencing her qualifications to serve as superintendent of a public school corporation in Indiana, as required by Indiana law and the regulations of the Indiana Department of Public Education;
- (f) By the Board for cause as set forth in I.C. 20-28-7.5-1, as it may be amended, according to the procedures in I.C. 20-28-8-7, as it may be amended.

Section 1.5 Discontinuation, Release and Severance Payment. Notwithstanding any other provision in this Agreement, the Board shall have the right to discontinue Mrs.

Johnson's employment in all capacities and terminate this Agreement and any underlying teacher contract ("Discontinuation") as follows:

(a) The Board shall give written notice of Discontinuation to Mrs. Johnson;

(b) Mrs. Johnson shall immediately submit her resignation in all capacities (e.g., Superintendent and teacher) to the Board effective on the date specified by the Board in its notice of Discontinuation or such other date as mutually agreed to in writing by the parties;

(c) The Board and Mrs. Johnson shall refer to the reason for such resignation as "philosophical differences" or such other description as the Board and Mrs. Johnson shall mutually agree to in writing;

(d) Mrs. Johnson shall sign and not revoke a release in a form acceptable to the Board in which she, among other things, to the extent permitted by law, releases the Board and all related individuals and entities (the "Releasees") from any and all claims that exist in whole or in part as of the date of the release and covenants, to the extent permitted by law, not to sue or bring any legal action against IPS or any of the Releasees on any basis whatsoever (the "Release") and the Release shall include a provision in which the Board and its individual members release Mrs. Johnson from any and all claims that exist in whole or in part as of the date of the release and covenants, to the extent permitted by law, not to sue or bring any legal action against Mrs. Johnson on any basis whatsoever;

(e) After the Release becomes effective, the Board shall pay Mrs. Johnson the lesser of one (1) year of her base salary or Two Hundred and Fifty Thousand dollars (\$250,000.00). The payment will be in a lump sum (or such other manner as mutually agreed to by the parties in writing), minus applicable taxes and withholdings.

These payments are contingent upon Mrs. Johnson executing the Release in the form tendered by the Board and not revoking or otherwise challenging the Release. If Mrs. Johnson challenges the

Release in any way, she shall be obligated immediately to repay to the Board any amounts the Board already has paid to her under this Section, and the Board shall not be obligated to make any further payments to her under this Section. The parties agree that if Mrs. Johnson's employment and this Agreement are terminated for any other reason than Discontinuation under this Section, then the Board will pay Mrs. Johnson all amounts earned through the last day of her employment, but there will not be any severance, buyout or other payment to her.

ARTICLE II

DUTIES

Mrs. Johnson shall serve the Board as the Superintendent of IPS, and she shall have such duties as may be prescribed by law and as are assigned by the Board from time to time. Specifically, these duties shall include: directing and assigning teachers and other employees of the schools; having administrative authority and responsibility for the assignment, reassignment and evaluation of all personnel in the District; advising the Board on educational matters; develop, implement and maintain a system of school improvement and education accountability; organizing, reorganizing and arranging the administrative and supervisory staff, including instruction and business affairs, as best serves the District; exercising general oversight over the District, including directing staff, in order to determine problems and needs and implement improvement; assuming administrative responsibility and leadership for the planning, selection, implementation, operation, supervision and evaluation of curriculum, professional development, school improvement strategies, programs, services and facilities of the District; recommending to the Board for adoption such policies as she may consider necessary for the efficient and effective operation of the District; developing and implementing regulations, rules and procedures deemed necessary for the well ordering of the District; preparing and recommending an annual budget to the Board; and in general performing all duties as may be prescribed by District policy, state and federal law, and as reasonably assigned by the Board from time to time. Without the

written consent of the Superintendent, the Board shall not reassign the Superintendent to any other position in the District nor shall it reassign the duties of the Superintendent to other employees in the District. Mrs. Johnson shall devote her full time, attention, knowledge and skills to accomplish in an effective and professional manner the duties and responsibilities of the office of the superintendent, as required by the laws of the State of Indiana and by Board policy.

ARTICLE III

BOARD/SUPERINTENDENT RELATIONSHIPS AND COMMUNICATIONS

The Board and the Superintendent are committed to developing and maintaining positive working relationships and communications. To assist in developing and maintaining such positive working relationships, no later than September 30, 2019, the Board and the Superintendent shall meet to discuss and agree on the process and procedures for how they shall communicate and work together. In addition, at least annually thereafter, the Board and the Superintendent shall meet to review and discuss the process and procedures for communicating and working together and shall revise, if necessary, their process and procedures for communicating and working together. To further support positive working relationships and communications, the Board, individually and collectively, shall refer to the Superintendent for her review and follow up of significant criticisms, complaints and suggestions called to their attention regarding the operation and performance of the District.

ARTICLE IV

Professional Growth

Section 4.1 Professional Growth. The Board expects Mrs. Johnson, as a condition of her employment, to continue her professional growth and education through participation in appropriate meetings and activities, such as the following:

- (a) Operations, programs and other activities conducted or sponsored by local, state

and national associations of school administrators and school boards, including membership dues for such organizations;

(b) Meetings of the State Superintendent, State Board of Education and other boards and/or persons whose particular skills, knowledge, information or background would serve to assist and improve the capacity of Mrs. Johnson in performing her duties.

Section 4.2 Payment for Professional Growth and other Legitimate Business Expenses.

The Board will pay/reimburse Mrs. Johnson for the reasonable expenses for the professional growth activities set forth above as well as other reasonable and legitimate business expenses. The Board will allocate a specific amount for such expenses in its annual budget. For the first year of this Agreement, this amount shall be six thousand dollars (\$6,000). To be paid/reimbursed, records of such expenses must be submitted to the Board in a form and manner acceptable to the Board; and provided further that payment/ reimbursement is not prohibited by law or regulation, has been approved by the Board and does not exceed the amount established in the budget for that purpose. In addition, if at a mutually agreeable time in the future, Mrs. Johnson enrolls in courses to earn a doctorate degree in education and completes and passes the courses, then the Board will reimburse Mrs. Johnson for the reasonable cost of the tuition upon her submission of appropriate documentation in a form and manner acceptable to the Board.

ARTICLE V

Consulting Activities

The Board shall permit Mrs. Johnson from time to time to serve as a consultant to other school systems or educational agencies, lecture, engage in writing activities and speaking engagements, and similar activities of a short-term duration, at her discretion. Prior to engaging in any consulting or speaking activities, Mrs. Johnson shall notify the Board President concerning any outside consulting or speaking activities that she plans to undertake. In performing outside

activities, Mrs. Johnson must utilize personal or vacation days provided to her under the terms of this Agreement or the Board's policy applicable to administrators of her management classification. Alternatively, Mrs. Johnson may be granted, at the Board President's discretion, administrative leave without pay, not to exceed seven (7) school days per year, for the purpose of engaging in outside consulting, speaking, or other activities described herein. Mrs. Johnson shall be entitled to retain any honoraria or fees paid in connection with such activities, but in no case will the Board be responsible for any expenses incurred by her in connection with any such activities.

Notwithstanding the foregoing, it is expected that Mrs. Johnson will devote her full professional effort to her position as Superintendent. Full professional effort shall be defined to allow for such activities as are described above, provided that time spent shall not interfere with the performance of Mrs. Johnson's professional duties as Superintendent.

ARTICLE VI

Performance Evaluation

Section 6.1 Evaluation Timing and Form. Mrs. Johnson's performance shall be evaluated by the Board at least once each Employment Year. The Board shall develop the evaluation form consistent with statutory requirements and pertinent Board Resolutions. Mrs. Johnson shall review the evaluation form and make any recommendations regarding possible revisions to the Board. The Superintendent's evaluations shall be in writing and shall be completed by the Board not later than sixty-two (62) days following June 30 of the Employment Year for which her performance is being evaluated. Prior to the Board evaluating the Superintendent, the Superintendent shall provide the Board with a self-appraisal using the form agreed upon, and the Board shall take the Superintendent's self-appraisal into consideration in conducting her evaluation.

Section 6.2 Evaluation Meeting and Feedback. In conducting the evaluation, the Board

and Mrs. Johnson shall meet in executive session for the purpose of evaluating her performance. In the event that the Board determines that Mrs. Johnson's performance is Ineffective or Improvement Necessary, the Board shall provide her, in writing, with specific instances regarding such performance, described in sufficient detail to allow Mrs. Johnson fully and fairly to respond to such instances. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems Mrs. Johnson's performance to be Ineffective or Improvement Necessary. A copy of the written evaluation shall be delivered to Mrs. Johnson before the executive session described above. Mrs. Johnson shall have the right to make a written response to the evaluation. The evaluation and any response to it shall become a permanent part of Mrs. Johnson's personnel file, which shall at all times remains confidential except as may be required by law.

ARTICLE VII

Compensation

As payment for all services which Mrs. Johnson may render pursuant to this Agreement, the Board shall pay the following:

Section 7.1 Salary.

(a) Salary will be at an annual rate of Two Hundred Thirty-Eight Thousand Dollars (\$238,000.00) ("Salary"), payable in installments not less frequently than monthly. In no event shall the Base Salary be reduced during the Employment Term other than through mutual agreement.

(b) Future salary increases shall be the same percentage as increases in the average annual salary for teachers under subsequent collective bargaining agreements subject to the same performance evaluation eligibility criteria.

VIII

TECHNOLOGY SUPPORT

AUTOMOBILE ALLOWANCE

Section 8.1 Technology Support. Mrs. Johnson shall be furnished with a computer, printer and other equipment to permit office-home communication and a mobile smart phone, at no cost to Mrs. Johnson. The Board shall pay the reasonable and necessary monthly charges associated with the smart phone. This equipment and devices shall remain the property of IPS.

Section 8.2 Automobile Allowance. The Board shall pay Mrs. Johnson, as an additional salary amount, the sum of one thousand dollars (\$1,000) per month to compensate her for her use of her private automobile in the performance of her duties as Superintendent. The automobile allowance is expressly in lieu of the Board's providing Mrs. Johnson with an automobile for that purpose, as well as in lieu of all other automobile maintenance or mileage reimbursements.

IX

EMPLOYEE BENEFITS

Section 9.1 Benefits. Except for mileage reimbursement, Mrs. Johnson shall be entitled to all benefits applicable to twelve-month administrative certified employees on the same basis as those other twelve-month employees, including but not limited to, retirement plans, vacation, sick days, personal days, holidays, health/medical insurance, dental insurance, disability insurance, and life insurance

ARTICLE X

NOTICES

Any notice given pursuant to any provision of this Agreement shall be in writing and placed in the United States first-class mail, certified, return receipt requested, addressed to the appropriate party, at the following addresses:

To the Board:
Personal and Confidential
Board of School Commissioners
of the City of Indianapolis
120 East Walnut Street
Indianapolis, IN 46204

And

To Ms. Johnson:
Personal and Confidential
Mrs. Aleesia Johnson
120 East Walnut Street
Indianapolis, IN 46204

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

ARTICLE XI

PROFESSIONAL LIABILITY

The Board shall defend, hold harmless and indemnify Mrs. Johnson from any and all demands, claims, suits, actions and legal proceedings brought against her in her individual or official capacity as an agent or employee of the Board, in connection with any matter arising while she was acting within the scope of her employment as provided by statute and/or Board Resolution.

If Mrs. Johnson in good faith considers that a conflict exists in regard to the defense of any such action between her legal position and the legal position of the Board or other named defendants, Mrs. Johnson shall have the right to employ separate legal counsel, in which case the Board shall indemnify Mrs. Johnson for the reasonable costs of her legal defense, to the extent permitted by applicable law.

Mrs. Johnson, however, shall have no rights under this Article and shall repay the Board for any amounts paid under this Article if she is adjudged liable for negligence or misconduct.

This Article shall survive the termination of this Agreement.

ARTICLE XII

AMENDMENT

This Agreement and, to the extent required by law, the Regular Teacher's Contract entered into between the Board and Mrs. Johnson, constitute the entire agreement between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by the Board and Mrs. Johnson. This Agreement supersedes all prior agreements or understandings between the parties.

ARTICLE XIII

REGULAR TEACHER'S CONTRACT

To the extent required by state law, the Board and Mrs. Johnson hereby incorporate by reference in this Agreement all of the provisions of the "Regular Teacher's Contract," as executed by the Board and Mrs. Johnson on the official form prescribed by the State Superintendent of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Mrs. Johnson for that school year, except those provisions which are not applicable to persons employed as a superintendent of a school corporation and except as modified by this Agreement.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 Governing Law. The terms of this Agreement shall be construed and regulated exclusively by the laws of the State of Indiana.


Section 14.2 Breach and Waiver. The breach of any provision of this Agreement shall constitute a breach of the entire Agreement. However, the waiver by any of the parties of a

breach shall not be a waiver by the nonbreaching party of any subsequent breach by the breaching party.

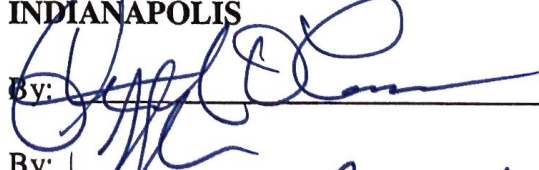
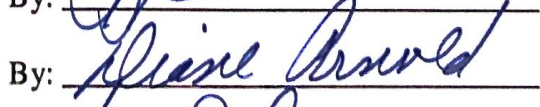
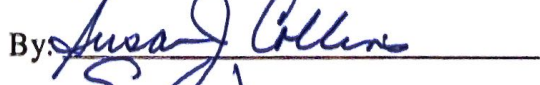
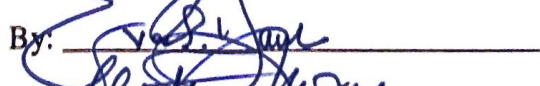
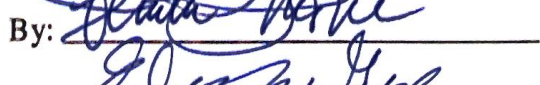
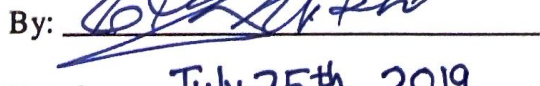
Section 14.3 Severability. The parties agree that each and every paragraph, sentence, term, and provision of this Agreement shall be considered severable and that, in the event a court of competent jurisdiction finds any paragraph, sentence, term, or provision to be invalid or unenforceable, the validity, enforceability, operation, or effect of the remaining paragraphs, sentences, terms or provisions shall not be affected so long as the economic or legal substance contemplated by this Agreement is not affected in any manner materially adverse to any party. In addition, Mrs. Johnson knowingly and intentionally waives the right to contest whether this Agreement, or any of its terms, violates any United States or Indiana constitutional, statutory or regulatory provisions, or any other law or regulation.

IN WITNESS WHEREOF, the Board and Mrs. Johnson have executed or caused to be executed this Agreement on the day and year first written above.

ALEESIA JOHNSON

By: 
Dated: July 25th, 2019

**THE BOARD OF SCHOOL
COMMISSIONERS OF THE CITY OF
INDIANAPOLIS**

By: 
By: 
By: 
By: 
By: 
By: 
Dated: July 25th, 2019

EMPLOYMENT AGREEMENT ADDENDUM

WHEREAS, the Board of School Commissioners of the City of Indianapolis (“Board” or “IPS”) and Dr. Aleesia Johnson (“Dr. Johnson”) entered into an Employment Agreement dated July 25, 2019; and

WHEREAS, pursuant to Article XII of the Employment Agreement, the Board and Dr. Johnson have agreed to modify certain terms of the Employment Agreement, namely to add certain retirement contributions.

NOW, THEREFORE, in consideration of the above recitations, the following addendum is made and entered into by and between the Board and Dr. Johnson on the dates set forth below, with an effective date of July 1, 2021.

ADDENDUM

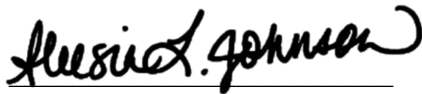
Section 9.2. Additional Retirement Contributions.

(a) Effective July 1, 2021, the Board shall make an annual contribution on the Superintendent's behalf equal to seven percent (7%) of Base Salary paid to the Superintendent for each calendar year (or portion of such year) to a plan established under Section 403(b) of the Internal Revenue Code (the "Code"). The contribution shall be treated as a non-discretionary employer contribution. The 403(b) plan shall be established and administered pursuant to a written plan document that meets applicable requirements of the Code. The Superintendent shall be entitled to direct the investment of the 403(b) plan funds in accordance with the terms of the plan, and shall at all times be 100% vested in her accounts under the plan.

(b) To the extent the contribution under this section would otherwise exceed applicable 403(b) plan limits under the Code for a calendar year, the excess amount for that calendar year shall be contributed no later than December 31 of that calendar year to an eligible deferred compensation plan established under Section 457(b) of the Code for the benefit of the Superintendent. The Board shall be responsible for the administrative costs of the 457(b) plan. The Superintendent shall be entitled to direct the investment of the 457(b) plan funds in accordance with the terms of the plan, and shall at all times be 100% vested in her accounts under the plan.

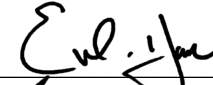
IN WITNESS WHEREOF, the Board and Dr. Johnson have executed or have caused to be executed this Addendum on the day and year first written above.

ALEESIA JOHNSON



Dated: 7.1.21

THE BOARD OF SCHOOL
COMMISSIONERS OF THE CITY OF
INDIANAPOLIS


By: 

By: 

By: 

By: 

By: 

By: 

By: 

Dated: 7.1.21