

EMPLOYMENT AGREEMENT

BETWEEN THE

BOARD OF SCHOOL TRUSTEES

OF THE

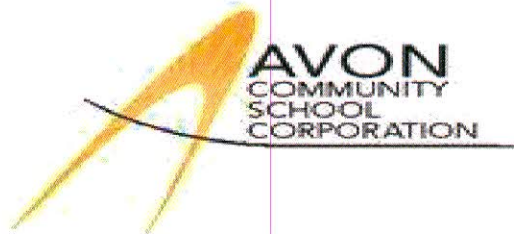
AVON COMMUNITY SCHOOL CORPORATION

&

DR. CHARLES “TERRY” L. TERHUNE

**ASSISTANT SUPERINTENDENT
FOR TEACHING AND LEARNING**

July 1, 2019-June 30, 2021



EMPLOYMENT AGREEMENT

This employment agreement is by and between the AVON COMMUNITY SCHOOL CORPORATION ["ACSC"] acting through its Board of School Trustees in the manner permitted by Indiana Code 20-26-5-4(8), & Indiana Code 20-28-8-3(b), and DR. CHARLES "TERRY" L. TERHUNE ["DR. TERHUNE"], for the purpose of employing Dr. Terhune as Assistant Superintendent for Teaching and Learning for the Avon Community School Corporation.

RECITALS

WHEREAS, the ACSC has established a position titled "Assistant Superintendent for Teaching and Learning" for the purpose of supporting the work of the Superintendent as she provides supervision and leadership to the ACSC; and

WHEREAS, Dr. Terhune is able and willing to apply his best efforts to serve the ACSC by assuming the position of Assistant Superintendent for Teaching and Learning; and

WHEREAS, the ACSC and Dr. Terhune wish to enter into a contract modifying the Regular Teacher Contract between them in the manner permitted by Ind. Code 20-28-8-2(3) setting forth the terms and conditions of employment of Dr. Terhune as Assistant Superintendent for Teaching and Learning by the ACSC; and

WHEREAS, Ind. Code 20-28-8-3(b) & 4 establish certain standards and procedures applicable to the contract between an administrator serving in the position of "Assistant Superintendent for Teaching and Learning" and his employer.

NOW THEREFORE, in consideration of the facts set forth in the Recitals above, and the mutual promises set out below, Dr. Terhune and the ACSC by its Board of School Trustees agree as follows:

ARTICLE I. EMPLOYMENT AND TERM.

Section 1.01. Employment Term. The ACSC hereby employs Dr. Terhune in a position titled "Assistant Superintendent for Teaching and Learning" and Dr. Terhune hereby agrees to be employed in that position by the ACSC.

This Agreement shall initially apply to a period beginning on July 1, 2019 ("*Effective Date*") and shall continue thereafter until June 30, 2021 ("*Expiration Date*") or until an earlier time if the Employment Term

is terminated as provided in Section 1.02 of this Agreement ("*Employment Term*"). The term "School Year" as used in this Agreement means a twelve month period of time beginning on July 1 and ending on June 30 of the following calendar year. The definitions contained in Section 7.03 of this Agreement shall also apply throughout this Agreement.

Section 1.02. Termination of This Agreement.

(a) **Termination by Mutual Consent.** The parties may terminate this Agreement at any time during the Employment Term, if they each agree in writing to the termination and a termination date.

(b) **Termination by the ACSC.** The ACSC may terminate both this Agreement and Dr. Terhune's underlying teacher's contract by providing the procedure outlined in Ind. Code 20-28-7.5-2. Further, the ACSC may terminate solely this Agreement, excluding any termination of Dr. Terhune's teaching contract, by providing appropriate due process as required by the U.S. and Indiana Constitutions.

(c) **Termination on the Expiration Date of Employment Term.** Either party may terminate this Agreement on the Expiration Date. For either party to exercise this option, it shall give the other party written notice of its intent to terminate this Agreement in compliance with Section 6 and consistent with the timelines required by Indiana Code or at least thirty (30) days before the expiration date, whichever is longer.

(d) **Termination Due to Death or Total Disability of Dr. Terhune.** This Agreement shall terminate without action of the parties upon the occurrence of Dr. Terhune's death or certification of his total disability. "*Total disability*" as used in this sub-section means qualification for disability benefits as is first certified by the ACSC's long term disability insurance policy carrier, the Indiana State Teachers Retirement Fund, or Social Security.

(e) **Termination Due to Revocation or Invalidation of Superintendent License.** Dr. Terhune represents and warrants that he holds a valid Indiana Superintendent's license. Dr. Terhune shall maintain said license in good standing throughout the term of this Contract. Should said license be revoked or become invalid, this Contract shall terminate following notice to Dr. Terhune and an opportunity to remedy the discrepancy.

