

EMPLOYMENT AGREEMENT

BETWEEN THE

BOARD OF SCHOOL TRUSTEES

OF THE

AVON COMMUNITY SCHOOL CORPORATION

&

DR. MICHAEL D. SULLIVAN

**ASSISTANT SUPERINTENDENT
FOR BUSINESS AND OPERATIONS**

August 3, 2020 to June 30, 2022



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. MICHAEL D. SULLIVAN ["DR. SULLIVAN"], for the purpose of employing Dr. Sullivan as Assistant Superintendent for Business and Operations for the Avon Community School Corporation.

RECITALS

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

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

WHEREAS, the ACSC and Dr. Sullivan 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. Sullivan as Assistant Superintendent for Business and Operations 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 Business and Operations" and his employer.

NOW THEREFORE, in consideration of the facts set forth in the Recitals above, and the mutual promises set out below, Dr. Sullivan 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. Sullivan in a position titled "Assistant Superintendent for Business and Operations" and Dr. Sullivan hereby agrees to be employed in that position by the ACSC.

This Agreement shall initially apply to a period beginning on August 3, 2020 ("*Effective Date*") and shall continue thereafter until June 30, 2022 ("*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. Sullivan'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. Sullivan'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. Sullivan.** This Agreement shall terminate without action of the parties upon the occurrence of Dr. Sullivan'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. Sullivan represents and warrants that he holds a valid Indiana Superintendent's license. Dr. Sullivan 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. Sullivan and an opportunity to remedy the discrepancy.

ARTICLE 2.
DUTIES, EXTENT OF SERVICE, AND
RELATIONSHIP OF THE PARTIES.

Section 2.01. Duties. During the Employment Term of this Agreement, Dr. Sullivan shall perform the duties stated in the job description for the position of "Assistant Superintendent for Business and Operations" which is incorporated here by reference as a material term of this Agreement:

Dr. Sullivan agrees to perform his duties as Assistant Superintendent for Business and Operations in an exemplary manner. The duties of the position of Assistant Superintendent for Business and Operations may only be modified by agreement of the parties.

Section 2.02. Number and Schedule of Work Days. Dr. Sullivan shall provide his services as Assistant Superintendent for Business and Operations on a salary basis rather than hourly or daily basis, and he shall therefore be charged by the Superintendent and Board of the ACSC with the achievement of certain goals and objectives under the supervision of the Superintendent.

In each calendar year, Dr. Sullivan shall have paid vacation days, paid holidays, paid sick leave days, and other forms of paid leave provided by the Board to administrative employees of the Board.

ARTICLE 3.
COMPENSATION OF DR. SULLIVAN AS
ASSISTANT SUPERINTENDENT FOR BUSINESS AND OPERATIONS.

Section 3.01. Basic Salary. As payment for the services of Dr. Sullivan pursuant to this Agreement, the ACSC shall pay him an annual basic salary of **One Hundred Forty Thousand Dollars (\$140,000.00)**. This Basic Salary shall be payable in approximately equal installments during each school year on the pay date schedule established by the ACSC for its administrative certificated employees.

Section 3.02. Changes in Basic Salary. Dr. Sullivan's Basic Salary paid pursuant to Section 3.01 of this Agreement shall not be reduced during the Employment Term without his written agreement. Changes in the Basic Salary paid pursuant to this Agreement shall be considered by the Board following the Superintendent's evaluation of Dr. Sullivan as a certificated employee pursuant to Ind. Code 20-28-11.5-4. The Superintendent's evaluation of Dr. Sullivan shall include a rating as "highly effective," "effective," "improvement necessary," or "ineffective."

Section 3.03. Section 403(b) Plan. In addition to the other compensation and benefits provided to Dr.

