

Employment Agreement

This Agreement supplements the Regular Teacher Contract employing Dr. Scott Wyndham as the Superintendent of the Avon Community School Corporation ("School Corporation") by the **BOARD OF SCHOOL TRUSTEES** of the **AVON COMMUNITY SCHOOL CORPORATION**. It is entered into by mutual consent of the parties in the manner permitted by Ind. Code 20-28-8-6. In doing so, it replaces all prior agreements, understandings, arrangements, and contracts between these parties.

1. PARTIES TO THIS AGREEMENT AND DEFINITION OF TERMS.

The parties to this Agreement are the "SUPERINTENDENT" meaning Dr. Scott Wyndham; and the "BOARD" meaning the **BOARD OF SCHOOL TRUSTEES** of the **AVON COMMUNITY SCHOOL CORPORATION**.

As used in this Agreement, "SCHOOL YEAR" means a continuous period of twelve (12) months beginning on July 1 and ending on June 30 of the following year; and "CALENDAR YEAR" means a period of twelve (12) months beginning on January 1 and ending on December 31 of the same year.

2. EMPLOYMENT OF SUPERINTENDENT AND LENGTH OF THIS AGREEMENT.

A. EMPLOYMENT OF THE SUPERINTENDENT & LENGTH OF THIS AGREEMENT.

The Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the School Corporation in a position titled "Superintendent." The Superintendent agrees that he is properly licensed by the Indiana Department of Education for this position and that he will maintain this license for the balance of his employment as Superintendent.

The Superintendent shall serve as the chief executive officer of the School Corporation subject to the terms of this Agreement for an initial term beginning on July 1, 2020 and concluding on June 30, 2023, unless extended or canceled pursuant to its terms or Indiana statute.

The parties agree that an extension of up to five (5) years is allowed by Indiana law on or before June 30, 2023. Upon extension of this Agreement pursuant to this Sub-Paragraph, all provisions other than the length of this Agreement shall remain the same unless the parties specifically agree in writing to additional modifications to this Agreement.

B. SUPERINTENDENT'S WORKING DAYS & VACATION LEAVE IN EACH SCHOOL YEAR.

The parties agree that the Superintendent shall provide services pursuant to this Agreement on two hundred sixty (260) working days during each school year. These working days shall include thirty (30) days of paid vacation leave in each school year.

The Superintendent's two hundred thirty (230) working days (260 days minus 30 days of paid vacation leave in each school year) shall also include all holidays, and paid leave days approved by the Board that are provided to twelve-month certificated employees.

The Superintendent's calendar of work days shall be organized so as to ensure the Superintendent's timely completion of typical responsibilities of school superintendents, presence at key school events such as budget preparation and adoption and student testing, as well as the full and competent performance of the duties established in Paragraph Three (3) of this Agreement.

The Superintendent's vacation leave shall vest as described in this Sub-Paragraph and shall not accumulate or carry-over for use in future school years. However, the Superintendent shall have the option to sell five (5) days of accrued but unused vacation leave each school year at a per diem rate which is the annual base salary paid pursuant to this Agreement divided by 260 or Six Hundred Fifty-Five Dollars and Seventy-Seven Cents (**\$655.77**), or the current amount as calculated based on annual base salary. With the exception of the option to sell back five (5) days of accrued but unused vacation leave each school year, accrued but unused vacation leave days

that are unused by the Superintendent on June 30 will roll over at the same rate as other year-round employees, and any remaining shall be lost and forfeited.

C. SUPERINTENDENT'S EVALUATION.

The parties agree that the Superintendent is a "certificated employee" as defined at Ind. Code 20-29-2-4 and must therefore receive an annual evaluation pursuant to Ind. Code 20-28-11.5. This evaluation shall be performed by the Board according to the criteria found in current Indiana law and shall result in a finding that the Superintendent's performance of the duties of his position has been "highly effective," "effective," "improvement necessary," or "ineffective."

3. DUTIES OF THE POSITION OF SUPERINTENDENT.

A. The parties agree that the Superintendent shall have the duties typical of a chief administrative officer of a school corporation as set forth in Board Policy 1230 (Responsibilities of the Superintendent) and as stated in the job description for the position titled "Superintendent" which is incorporated here by reference:

(h.i.)

The duties assumed by the Superintendent in this Agreement may be modified by the agreement of the parties. The duties established for the Superintendent by this Agreement are personal to the Superintendent and shall not be delegated or assigned by him except as specifically authorized by the Board. The position of Superintendent is a unique position in the School Corporation and the Superintendent shall therefore not be transferred or reassigned by the Board to another position within the School Corporation without his consent or as allowed under Indiana law.

B. The Superintendent agrees that the duties and responsibilities of the position of Superintendent require his best professional judgment and expertise, and therefore constitute full-time employment. The Superintendent therefore agrees that he will direct his full time, attention, and energy to the business of the School Corporation and will not accept outside employment,

perform work as an independent contractor, or engage in any other pursuit paying for his personal services without the agreement of the Board.

4. SUPERINTENDENT’S BASE SALARY AND BENEFITS.

In exchange for performing the duties of the position of Superintendent established by this Agreement and meeting the qualification standards for the position titled “Superintendent” established in Sub-Paragraph 3(A.) of this Agreement, the Board agrees that the Superintendent shall receive the following:

A. SUPERINTENDENT’S BASE SALARY.

The Superintendent shall be paid the gross annual base salary of One Hundred Seventy Thousand Five Hundred Dollars (\$170,500) (“Base Salary”), which will be paid in approximately equal installments in accordance with the School Corporation’s customary payroll dates and practices. Base Salary increases shall be considered by the Board following its evaluation of the Superintendent as a certificated employee pursuant to Sub-Paragraph 2(C.) of this Agreement. If the Superintendent is eligible, then the Superintendent shall receive a basic salary increase no less than the percentage increase for eligible certified staff per the certified employee bargaining unit annually. If, in a given year, the certified school employee bargaining unit’s schedule decreases, the Superintendent’s basic salary shall not be decreased.

B. INSURANCE COVERAGE.

(1.) GROUP HEALTH DENTAL & VISION INSURANCE COVERAGE WHILE ACTIVELY EMPLOYED.

In each School Year, School Corporation shall pay the Superintendent additional wages in an amount of the annual premium for group health, dental, & vision insurance coverage selected by the Superintendent from the options offered to full time administrative employees. This amount shall be reduced by the amount of seventeen percent (17%) of the single employee premium for the health coverage. The amount of

premium shall be paid and reported as IRS Form W-2 box 1 wages unless the Superintendent executes a salary reduction agreement to direct the amount of premium for the group insurance coverage selected by him to be paid through a Cafeteria or Fringe Benefit plan.

In addition, except as otherwise expressly provided in this Agreement, the Superintendent shall be entitled to participate in the benefit plans offered to full time administrative employees of School Corporation. If a benefit established by this Agreement is different from a benefit provided under a benefit plan offered to full time administrative employees of School Corporation, the benefit provided by this Agreement shall be in addition to the benefits offered under the School Corporation's benefit plans.

(2.) CONTINUED COVERAGE OF SUPERINTENDENT & SPOUSE AFTER THE SUPERINTENDENT'S RETIREMENT.

In compliance with Indiana law (e.g., Ind. Code 5-10-8-2.6(e) through (g)), if the Superintendent has been employed by the Board for at least five (5) school years at the time of his retirement, and he is at least age fifty-five (55) at the time of his retirement, as "retirement" is defined in this Sub-Paragraph, but will not be on that date eligible for Medicare coverage as prescribed by 42 U.S.C. §1395 *et. seq.* the Superintendent and his spouse shall be entitled to continue to be covered by the group health, vision, and dental insurance provided under the benefit plan offered to then current full time administrative employees of the School Corporation. The Superintendent shall be responsible for payment of 100% of the premium for this post-retirement coverage.

"Retirement" as used in this Sub-Paragraph shall mean resignation from the employ of the School Corporation pursuant to this Agreement and under conditions that qualify him for monthly retirement benefit payments from the Indiana State Teachers Retirement Fund.

(3.) GROUP TERM LIFE & LONG TERM DISABILITY INSURANCE COVERAGE.

As additional compensation for the Superintendent's services pursuant to this Agreement, the Board shall pay an 1) annual premium of Two Hundred Fifty-Two Dollars (\$252) for coverage under a group term life insurance policy offered to School Corporation employees with a death benefit of One Hundred and Fifty Thousand Dollars (\$150,000), and 2) annual premium of Three Hundred Four Dollars (\$304) for coverage under a group long-term disability insurance policy offered to School Corporation employees. The Board's contribution to the premium for group term life insurance and disability insurance provided pursuant to this Sub-Paragraph shall be adjusted pursuant to Sub-Paragraph 4(B)(4) immediately below this Sub-Paragraph.

(4.) CHANGES IN INSURANCE PREMIUM.

The Board agrees that it shall pay the current amount of the premiums paid by the School Corporation for the insurance coverage listed in Sub-Paragraph B (1) (Group Health Insurance), Sub-Paragraph B (3) (Group Term Life & Long Term Disability) and the amount of premium for the Superintendent's same coverage in future years; and the Board shall not decrease its portion of the premium amount for the coverage provided to the Superintendent and his eligible dependents pursuant to the benefit plan without the written approval of the Superintendent. The Superintendent agrees that the benefit plans providing the insurance coverage required by this Agreement shall be based upon the benefit plans offered to full time administrative employees.

C. BOARD ASSUMPTION OF SUPERINTENDENT'S ISTRF EMPLOYEE CONTRIBUTION AND REPORTING OF ANNUAL COMPENSATION TO THE ISTRF.

In addition to the other compensation provided to the Superintendent by this Agreement, the Board shall make the employee 3% of gross wages contribution to the Indiana State Teachers' Retirement Fund ("TRF") that would otherwise be required to be paid by the Superintendent.

All compensation paid to the Superintendent and coming within the definition of “**annual compensation**” as defined in Ind. Code 5-10.2-4-3(d) shall be included in the Superintendent’s compensation reported to the Indiana State Teachers’ Retirement Fund for purposes of TRF’s calculation of the Superintendent’s “**average of annual compensation**” as defined at Ind. Code 5-10.2-4-3.

D. 403(b) RETIREMENT PLAN AS DEFERRED COMPENSATION.

Pursuant to the instructions of the Superintendent, the School Corporation shall deposit an annual contribution of the maximum allowable per IRS 403(b) guidelines into the School Corporation’s 403(b) retirement plan. However, if the Superintendent declines or fails to timely complete a salary reduction agreement directing that his wages shall be reduced and that amount be contributed into the 403(b) retirement plan, the amount of the annual contribution not deposited into the 403(b) retirement plan shall be paid to the Superintendent as regular taxable wages at the end of that school year.

E. AUTO ALLOWANCE.

The Superintendent shall not be provided with a vehicle to perform his duties as Superintendent and he shall not claim mileage from the Board for School Corporation use of an automobile. As compensation for his use of a personal vehicle in the performance of his duties defined in this Agreement, the Board shall pay the Superintendent **Seven Thousand and Eight Hundred Dollars (\$7,800)**. This amount shall be paid to the Superintendent in approximately equal installments along with each pay check.

The Superintendent shall be responsible for maintaining records of use of his vehicle necessary for the School Corporation to properly report the amount based upon IRS requirements. If sufficient documentation is not provided, the amount paid to the Superintendent pursuant to this Sub-Paragraph shall be reported as a portion of his “W-2 taxable income” for the tax year.

F. BUSINESS AND PROFESSIONAL EXPENSES.

The Board shall pay or reimburse the Superintendent for appropriate business and professional expenses incurred on behalf of the School Corporation. Appropriate expenses shall include the cost of institutional membership and participation in state and national professional associations of educational administrators, and expenses related to the Superintendent's attendance at conferences and activities consistent with the Superintendent's professional development. The Superintendent agrees that he shall report to the Board on each activity, and share the information provided with the Board and its certificated and non-certificated staff if he feels the information is worthy of a report. The Superintendent shall submit a report to the Board summarizing these expenses during the month of July for the school year that ended on the preceding June 30.

G. TECHNOLOGY ALLOWANCE.

The Board shall provide the Superintendent with an office computer, access to electronic communications, and technological resources necessary to perform his duties as a superintendent and annually reimburse the Superintendent a Technology Allowance of **One Thousand Two Hundred Dollars (\$1,200)**.

H. BOARD CONTRIBUTION TO A 401(A) PLAN.

The School Corporation shall make an employer contribution of Eight Percent (8%) of the Superintendent's Base Salary paid pursuant to Sub-Paragraph 4(A) of this Agreement into the School Corporation's 401(a) Retirement Plan. The parties agree that unless one of the amounts addressed in this Sub-paragraph or the IRS annual limit is amended, the employer's annual contribution to the 401(a) retirement plan for the Superintendent shall be **Eight Percent (8%)**.

5. CANCELLATION OF THIS AGREEMENT BEFORE ITS EXPIRATION.

The parties agree that this Agreement may be canceled in any of the following circumstances:

- A. This Agreement and the Superintendent's employment (as Superintendent or in any other capacity and including any underlying teacher contract) may be terminated at any time prior to the end of the term (and any extensions) as permitted by Ind. Code 20-28-8-7(2), as may be amended. In addition to terminating this Contract for cause and as permitted under applicable laws, the parties agree that Superintendent's employment with Employer shall end pursuant to Indiana law.
- B. The Superintendent gives written notice to the Board President no less than ninety (90) days before the proposed effective date of his resignation;
- C. Without action by the parties if the Superintendent's license for the position of superintendent is suspended or revoked by the Indiana Department of Education.
- D. Without action by the parties upon the death, permanent disability (as defined in the Long Term Disability policy provided by the Board), or temporary disability of the Superintendent. A temporary disability includes the inability to work for an indefinite period of time of at least 90 calendar days after the Superintendent's exhaustion of all paid leave.

6. DEFENSE AND INDEMNIFICATION OF THE SUPERINTENDENT FOR ACTS IN PERFORMANCE OF HIS DUTIES AS SUPERINTENDENT.

The Board agrees to provide the Superintendent with legal counsel paid for by the Board and to defend, indemnify, and hold the Superintendent harmless to the fullest extent permitted by law for all claims, demands and judgments in accordance with Board Policy 8750 (Defense and Indemnification of Board Members and Employees). The Superintendent agrees that the Board may comply with this paragraph through the purchase of one or more policies of insurance or by providing for payment of the costs of defense and indemnification from School Corporation funds that may lawfully be expended for that purpose. The parties agree that this provision shall not include the costs of defense in a criminal matter or when not allowed under Indiana law.

If, while acting in good faith, the Superintendent considers that a conflict exists between his legal position and the legal position of School Corporation or other parties in the defense of a claim arising out of his good faith performance of his duties as an employee of School Corporation, the Superintendent shall have the right to petition the Board to reimburse him for securing separate legal counsel. If the Board grants the Superintendent's request, it shall indemnify him for the costs of his legal defense, to the fullest extent permitted by Ind. Code 20-26-5-4 (17), and Ind. Code 34-13, and successor statutes.

7. INCORPORATION OF THE ENTIRE UNDERSTANDING OF THE PARTIES, MODIFICATION, & AUTHORS OF THIS AGREEMENT.

The parties agree that each has had sufficient time to consider and understand the terms of this Agreement, consult with legal, financial, and tax advisors, and this Agreement therefore contains all the agreed terms of employment of the Superintendent by the Board.

The parties further agree that conduct of the parties that is inconsistent with one or more provisions of this Agreement shall not operate to constitute a waiver or modification of this Agreement and this Agreement will not be modified except by a written document making specific reference to this Agreement and the specific provision to be modified. Modifications to this Agreement shall be approved by both parties in the same manner that this Agreement was first approved.

For purposes of application or interpretation of this Agreement, the parties agree that each party participated equally in the preparation of this Agreement, and therefore, neither party shall be considered to be the author of this Agreement or any provision of this Agreement.

8. REGULAR TEACHER CONTRACTS & ADDITIONAL DOCUMENTS.

If required for purposes of compliance with a state or federal statute or regulation, or a request of the Internal Revenue Service, the Indiana Department of Revenue, the State Board of Accounts, or the Indiana Department of Education, they will execute any additional documents

required to implement and pay compensation under this Agreement. This may include one or more one-year or multi-year Regular Teacher Contract forms promulgated by the Department of Education. The parties further agree that to the extent that this Agreement is inconsistent with the Regular Teacher Contract(s), the terms of this Agreement shall take precedence.

9. THIS AGREEMENT IS A PUBLIC RECORD.

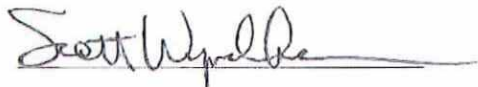
The parties agree that this Agreement is a public record under the Indiana Access to Public Records Act, Ind. Code 5-14-3, and Ind. Code 20-28-6-2, and shall be available for public inspection and copying pursuant to these statutes.

10. EFFECTIVE DATE OF THIS AGREEMENT.

The parties agree that this Agreement shall be effective July 1, 2020.

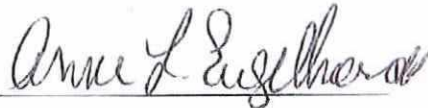
AGREED THIS ___16th___DAY OF JUNE, 2020.

SUPERINTENDENT

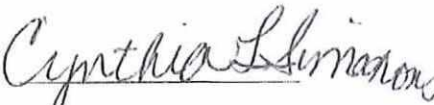


Dr. Scott Wyndham

BOARD OF SCHOOL TRUSTEES

by: 

Anne L. Engelhardt
President

attest: 

Cynthia L. Simmons
Secretary



**Minutes of the Regular Meeting
of the Board of School Trustees of the Avon Community School Corporation**

Held on June 12, 2023

The regular meeting of the Board of School Trustees of the Avon Community School Corporation was called to order by the Board President at 7:00 p.m. in the White Oak Early Learning Center Professional Development Center Room.

Five Board members were present: Mrs. Anne Engelhardt, Mrs. Cindy Simmons, Mrs. Jennifer Smith, Mrs. Sarah Parent, and Mrs. Kimberly Woodward. Dr. Scott Wyndham, Superintendent; Dr. Michael Sullivan, Assistant Superintendent; and Mrs. Sheila Glass, CFO were also present.

The meeting began with the Pledge of Allegiance to the American Flag.

There were 14 persons in attendance.

The Vision of the ACSC Board was read as well as the three Strategic Goals.

Celebrating Orioles

Mrs. Engelhardt presented letters to the Class of 2023 students who had straight A's for their K-12 career.

Mrs. Engelhardt read a Commendation presented to Chinmay Patel, Class of 2023 Salutatorian.. Mrs. Parent made a motion, seconded by Mrs. Simmons. The motion carried, 5-0.

Mrs. Engelhardt presented letters to the Great American Songbook Academy Students for their achievements.

Comments from the Board President

Mrs. Engelhardt congratulated all students for their outstanding dedication.

Public Comments

No public comment.

Reports

Dr. LeMay and Mr. Shockley gave an update on Strategic Goal #1.

Chief Leahy gave an update on Strategic Goal #3.

Consent Agenda

Mrs. Engelhardt stated the Consent Agenda consolidates a number of business items and all Board members were given documents to review prior to the meeting.

Mrs. Parent made a motion, seconded by Mrs. Simmons, that the Board of School Trustees approve the Minutes of the Regular Meeting on May 8, the Minutes of the Working Session on May 15, the minutes of the Special Session on May 26, 2023, and the minutes of the Executive Session on June 5, 2023, Job description for behavior support specialist; May and June claims; Payrolls for May 12 and 26, 2023; and Mini Board for May 5, 2023; the Personnel Report, the May transfer memo, Disposal of equipment, Media disposal, Textbook disposal, Donation report, ECA funds, Overnight field trip requests, Programs/camps as presented. The motion carried, 5-0.

Mrs. Engelhardt shared that approving the Report on Policy 3020 was missed in the motion for the Consent Agenda. Mrs. Woodward made a motion, seconded by Mrs. Smith. The motion carried, 5-0.

Unfinished Business

Dr. Sullivan provided an update on enrollment.

Mrs. Glass shared an example of the district's efforts for cost savings, efficiencies, and resource management.

New Business

Mrs. Glass recommended approval of the annual lease to purchase 1:1 laptop devices. Mrs. Simmons made a motion, seconded by Mrs. Smith that the Board of School Trustees approve the Authorizing Resolution with JP Morgan Chase Bank as presented and authorize the Chief Financial Officer to execute all necessary documents. The motion carried, 5-0.

Mrs. Engelhardt recommended that the Board approve an extension of the Superintendent's contract. Mrs. Woodward made a motion, seconded by Mrs. Simmons that the Board of School Trustees approve an extension of the Superintendent's contract until June 30, 2028 with the same terms. The motion carried, 5-0.

Mrs. Engelhardt opened the Project Hearing at 8:24p.

Mrs. Woodward made a motion, seconded by Mrs. Smith that the Board of School Trustees approve the Project Resolution as presented. The motion carried, 5-0.

Mrs. Parent made a motion, seconded by Mrs. Woodward that the Board of School Trustees approve the Preliminary Bond Resolution as presented. The motion carried, 5-0.

Mrs. Simmons made a motion, seconded by Mrs. Woodward that the Board of School Trustees approve the Reimbursement Resolution as presented. The motion carried, 5-0.

There were no public comments.

The hearing closed at 8:36p.

Mrs. Engelhardt opened the Project Hearing and Preliminary Determination Hearing at 8:36p.

Mrs. Smith made a motion, seconded by Mrs. Woodward, that the Board of School Trustees approve the Project Resolution as presented. The motion carried, 5-0.

Mrs. Simmons made a motion, seconded by Mrs. Parent, that the Board of School Trustees approve the Reimbursement Resolution as presented. The motion carried, 5-0.

There were no public comments.

The hearing close at 8:47p.

Dr. Wyndham presented the first reading of Board policy updates. Mrs. Simmons made a motion, seconded by Mrs. Parent, that the Board of School Trustees approve new policies 2600, 3630, 5360, 8500, and 8521; revised policies 3910 and 4400; and repeal policies 3419, 4150, and 4161 as presented on first reading.

Board Member Items

Mrs. Smith is glad to be a part of all the big and exciting things happening in Avon.

Mrs. Parent appreciates how much is being accomplished and all the data presented.

Mrs. Woodward said she always loves Celebrating Orioles. She enjoyed the update on Strategic Goal #1. A special thanks to Chief Leahy for his presentation.

Mrs. Simmons loves to see the smiles of students and parents. She thanked everyone who presented.

Mrs. Engelhardt thanked Chief Leahy for helping us move forward with safety for our students and staff.

Dr. Wyndham thanked the team for a great start to summer.

Dr. Sullivan thanked Mrs. Glass for her presentations.

There being no further business, the meeting adjourned at 9:01p.

Board President

Board Secretary