

EMPLOYMENT AGREEMENT

BETWEEN THE

BOARD OF SCHOOL TRUSTEES

OF THE

AVON COMMUNITY SCHOOL CORPORATION

&

DR. CHRISTOPHER FINLEY

ASSISTANT SUPERINTENDENT

July 1, 2025 to June 30, 2026



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. CHRISTOPHER FINLEY ["DR. FINLEY"], for the purpose of employing Dr. Finley as Assistant Superintendent for the Avon Community School Corporation.

RECITALS

WHEREAS, the ACSC has established a position titled Assistant Superintendent for the purpose of supporting the work of the Superintendent in providing supervision and leadership to the ACSC; and

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

WHEREAS, the ACSC and Dr. Finley 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. Finley as Assistant Superintendent 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 and his employer.

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

This Agreement shall initially apply to a period beginning on July 1, 2025 ("*Effective Date*") and shall continue thereafter until June 30, 2026 ("*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. Contract can be cancelled for any of the following:

(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. Finley'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. Finley'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. This Agreement shall terminate without action of the parties upon the occurrence of Dr. Finley's death or certification of 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 Invalidity of Superintendent License. Dr. Finley represents and warrants that he holds an Administrative license and holds or is pursuing a valid Indiana Superintendent's license. Dr. Finley shall maintain said licenses in good standing throughout the term of this Contract. Should said licenses be revoked or become invalid, this Contract shall terminate following notice to Dr. Finley 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. Finley shall perform the duties stated in the job description for the position of Assistant Superintendent which is incorporated here by reference as a material term of this Agreement: Dr. Finley agrees to perform his duties as Assistant Superintendent in an exemplary manner.

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

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

ARTICLE 3.
COMPENSATION AS ASSISTANT SUPERINTENDENT.

Section 3.01. Basic Salary. As payment for the services of Dr. Finley pursuant to this Agreement, the ACSC shall pay an annual basic salary of **One Hundred Fifty Thousand Dollars (\$150,000.00)**. 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. Finley's Basic Salary paid pursuant to Section 3.01 of this Agreement shall not be reduced during the Employment Term without 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. Finley as a certificated employee pursuant to Ind. Code 20-28-11.5-4. The Superintendent's evaluation of Dr. Finley shall include a rating as "highly effective," "effective," "improvement necessary," or "ineffective."

Section 3.03 Retirement: . Section 403(b) Plan / 401(a). In addition to the other compensation and benefits provided to Dr. Finley for services as Assistant Superintendent pursuant to this Agreement, in each year of employment, the ACSC shall contribute **Four Thousand Dollars (\$4,000.00)** of additional basic salary to fund an employee elective contribution to a retirement plan established for Dr. Finley in compliance with Section 403(b) of the Internal Revenue Code. Dr. Finley shall execute a salary reduction agreement to implement this provision of this Agreement, and until such an agreement is executed, the funds to be directed to a Section 403(b) plan shall be paid as additional basic salary. In addition, ACSC shall contribute five (5) percent of basic salary to a 401(a) plan.

Section 3.04. Health Insurance, Added Basic Salary, & Administrative Employee Benefits. In each Calendar Year the ACSC shall pay Dr. Finley additional basic salary in an amount which is the annual premium for the level of coverage for group health, dental, & vision insurance selected by Dr. Finley reduced by an amount which is eighteen percent (18%) of the single participant premium for that coverage. The added basic

salary shall be paid as wages unless Dr. Finley executes a salary reduction agreement to direct the premium for the group coverage he has selected to be paid through a Section 125 Plan. This provision may be terminated with one (1) year's advanced written notice provided to Dr. Finley.

In addition, except as otherwise expressly provided in this Agreement, Dr. Finley shall be entitled to the benefits applicable to twelve month certificated administrative employees of the ACSC, as these benefits may be amended from time to time. Where a benefit established by this Agreement is different from a benefit provided to twelve month certificated administrative employees of the ACSC, the benefit provided by this Agreement shall replace the benefit provided from any other source.

Section 3.05. Assumption by the ACSC of ISTRF Employee Contribution & Reporting to ISTRF.

In addition to the other compensation provided to Dr. Finley by this Agreement, the ACSC shall assume responsibility for and make the contribution to the Indiana State Teachers' Retirement Fund that would otherwise be required to be paid by Dr. Finley.

All payments to Dr. Finley pursuant to this Agreement coming within the definition of "*annual compensation*" as defined in Indiana Code 5-10.2-4.3(c) shall be included in Dr. Finley's compensation reported to the Indiana State Teachers Retirement Fund. To implement this Section, the parties agree that the amounts paid to Dr. Finley as a part of basic salary pursuant to **Section 3.01. Basic Salary; Section 3.03. Section 403(b) Plan; Section 3.04. Health Insurance Expense Allowance, Section 3.06. Technology Allowance,** are additional basic salary and shall therefore be included in Dr. Finley's "*annual compensation*" reported to the Indiana State Teachers Retirement Fund for purposes of the calculation of his "*average of annual compensation*" as defined at Indiana Code 5-10.2-4-3 (b).

Section 3.06. Technology Allowance. The Board shall provide Dr. Finley with a computer, and the communications and technological resources necessary to perform expected duties and pay an annual Technology Allowance of **Twelve Hundred Dollars (\$1,200.00)** as additional basic salary.

ARTICLE 4.
BUSINESS EXPENSES.

In addition to the Technology Allowance paid pursuant to Section 3.06 of this Agreement, the Board shall provide Dr. Finley with an office, support staff, computer network access, and the communications and technological resources necessary to perform duties as Assistant Superintendent.

ARTICLE 5.
PROFESSIONAL LIABILITY.

The ACSC shall defend, hold harmless, and indemnify Dr. Finley from any and all demands, claims, suits, actions, and legal proceedings brought against him in his official or representative capacity or in his individual capacity, if the claim is the result of his good faith performance of his duties as an employee of the ACSC.

If, while acting in good faith, Dr. Finley considers that a conflict exists between his legal position and the legal position of the ACSC or other named defendants in the defense of a claim arising out of his good faith performance of his duties as an employee of the ACSC, Dr. Finley shall have the right to petition the Board to provide separate legal counsel. If the Board grants Dr. Finley'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.

ARTICLE 6.
NOTICES.

A notice required or permitted by a provision of this Agreement shall be in writing and shall be delivered in person or placed in the United States Mail to be delivered by certified mail with return receipt requested, addressed to the appropriate party, at the following addresses:

To the ACSC:

President
Board of School Trustees
c/o Superintendent
Avon Community School Corporation
Administration Building
7203 East U.S. Highway 36
Avon, Indiana 46123

and

To Dr. Christopher Finley
Dr. Christopher Finley
Personal and Confidential
c/o Avon Community School Corporation
Administration Building
7203 East U.S. Highway 36
Avon, Indiana 46123

Either party may change the address to which a notice required or permitted by this Agreement shall thereafter be sent. Modification shall be accomplished by giving written notice to the other party in accord with this Article of this Agreement. Notices not given by the means described in this Article of this Agreement shall nevertheless be considered given if receipt is acknowledged by the recipient.

ARTICLE 7.
AMENDMENT, ADMINISTRATION,
INTERPRETATION OF THIS AGREEMENT, & DEFINITION OF TERMS.

Section 7.01. Agreement as 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. This Agreement and the Regular Teacher's Contract entered into between the ACSC and Dr. Finley along with the documents specifically named and incorporated into this Agreement constitute the entire agreement between the parties and cannot be amended or modified in any respect, unless the amendment or modification is evidenced by a written instrument executed by ACSC and Dr. Finley.

Section 7.02. Effect of This Agreement. The terms of this Agreement shall be construed and regulated by the laws of the State of Indiana and the United States. Breach of any provision of this Agreement shall constitute a breach of the entire Agreement. However, the waiver by a party of a breach by the other party shall not be a waiver by the non-breaching party of any subsequent breach of the breaching party.

Section 7.03. Definition of Terms. As used in this Agreement, the term:

"ACSC" means the Avon Community School Corporation acting through its Board of School Trustees;

"Board" means the Board of School Trustees of the Avon Community School Corporation;

"Calendar Year" means a period of twelve (12) months beginning on January 1 and concluding on the following December 31;

"Employment Year" means a period of twelve (12) months beginning on July 1 of a Calendar Year and concluding on the following June 30, and has the same meaning as the term "school year" as defined in Ind. Code 20-18-2-17; and

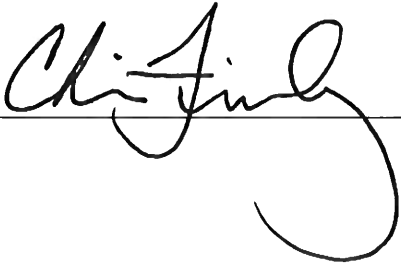
"Superintendent" means the employee performing the duties of chief executive and administrative officer of the Avon Community School Corporation as the term is defined at Ind. Code 20-18-2-21.

The definitions contained in Section 1.01 of this Agreement, specifically ***"Effective Date," "Expiration Date," "Employment Term," & "School Year"*** shall also apply throughout this Agreement.

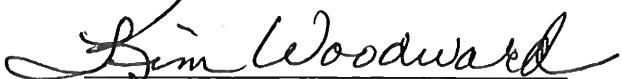
In Witness Whereof, the ACSC by its Board of School Trustees and Ms. Carrie B. Alday

have caused this Agreement to be effective as of the Effective Date set forth above.

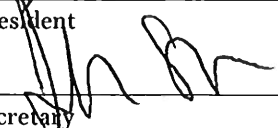
DR. CHRISTOPHER FINLEY



AVON COMMUNITY SCHOOL CORP
BOARD OF SCHOOL TRUSTEES



President



Secretary