EMPLOYMENT AGREEMENT

BETWEEN THE

BOARD OF SCHOOL TRUSTEES

OF THE

AVON COMMUNITY SCHOOL CORPORATION

&

MS. CARRIE B. ALDAY

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 MS. CARRIE B. ALDAY ["MS. ALDAY"], for the purpose of employing Ms. Alday 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, Ms. Alday 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 Ms. Alday 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 Ms. Alday 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 her employer.

NOW THEREFORE, in consideration of the facts set forth in the Recitals above, and the mutual promises set out below, Ms. Alday 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 Ms. Alday in a position titled Assistant Superintendent and Ms. Alday 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.

(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 Ms. Alday'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 Ms. Alday'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 Ms. Alday's death or certification of her 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.** Ms. Alday represents and warrants that she holds an Administrative license and holds or is pursuing a valid Indiana Superintendent's license. Ms. Alday 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 Ms. Alday 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, Ms. Alday 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: Ms. Alday agrees to perform his duties as Assistant Superintendent in an exemplary manner.

Section 2.02. Number and Schedule of Work Days. Ms. Alday shall provide her services as Assistant Superintendent on a salary basis rather than hourly or daily basis, and she 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, Ms. Alday 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 Ms. Alday pursuant to this Agreement, the ACSC shall pay her an annual basic salary of **One Hundred Fifty-Nine Thousand Dollars ($159,000.00).** 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. Ms. Alday's Basic Salary paid pursuant to Section 3.01 of this Agreement shall not be reduced during the Employment Term without her written agreement. Changes in the Basic Salary paid pursuant to this Agreement shall be considered by the Board following the Superintendent's evaluation of Ms. Alday as a certificated employee pursuant to Ind. Code 20-28-11.5-4. The Superintendent's evaluation of Ms. Alday shall include a rating as "highly effective," "effective," "improvement necessary," or "ineffective."

Section 3.03 Retirement: . Section 403(b) Plan / 401a. In addition to the other compensation and benefits provided to Ms. Alday for her 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 Ms. Alday in compliance with Section 403(b) of the Internal Revenue Code. Ms. Alday 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. ACSC shall contribute five (5) percent of basic salary and health insurance expense allowance.

Section 3.04. Health Insurance, Added Basic Salary, & Administrative Employee Benefits. In each Calendar Year the ACSC shall pay Ms. Alday additional basic salary in an amount which is the annual premium for the level of coverage for group health, dental, & vision insurance selected by Ms. Alday 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 Ms. Alday 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 Ms. Alday.

In addition, except as otherwise expressly provided in this Agreement, Ms. Alday 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 Ms. Alday 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 Ms. Alday.

All payments to Ms. Alday 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 Ms. Alday's compensation reported to the Indiana State Teachers Retirement Fund. To implement this Section, the parties agree that the amounts paid to Ms. Alday as a part of her 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 Ms. Alday'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 Ms. Alday with a computer, and the communications and technological resources necessary to perform her duties and pay her 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**,** **t**he Board shall provide Ms. Alday with an office, support staff, computer network access, and the communications and technological resources necessary to perform her duties as Assistant Superintendent.

ARTICLE 5.
PROFESSIONAL LIABILITY.

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

If, while acting in good faith, Ms. Alday considers that a conflict exists between her legal position and the legal position of the ACSC or other named defendants in the defense of a claim arising out of her good faith performance of her duties as an employee of the ACSC, Ms. Alday shall have the right to petition the Board to provide separate legal counsel. If the Board grants Ms. Alday's request, it shall indemnify her for the costs of her 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 Ms. Carrie B. Alday
Ms. Carrie B. Alday
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 Ms. Alday 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 Ms. Alday.

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.

MS. CARRIE B. ALDAY

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AVON COMMUNITY SCHOOL CORP
BOARD OF SCHOOL TRUSTEES

_____
President

_____
Secretary