

**Superintendent's  
CONTRACT OF EMPLOYMENT**

This Contract (hereafter "this Contract") supplements the basic teaching contract of Dr. Chase Huotari as Superintendent by the Board of Trustees of the Franklin Township Community School Corporation ("School Corporation") by consent of the parties in the manner permitted by Indiana Code § 20-28-8-6.

1. Parties to this Contract and Definition of Terms

The parties to this Contract are the:

"Superintendent" meaning Dr. Chase Huotari and the "Board" meaning the Board of School Trustees acting as the governing body of the Franklin Township Community School Corporation.

The term "school year" as used in this Contract means a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year.

2. Employment of Superintendent & Terms of Employment

The Board agrees to employ the Superintendent and the Superintendent agrees to be employed by the Board as a superintendent for a period beginning July 1, 2024 and through June 30, 2027 ("Contract Term") for an initial three (3) year term.

Unless either party notifies the other party in writing by May 31, 2026, this Addendum shall be automatically extended an additional one year to June 30, 2028, resulting in a two-year contract.

Thereafter, and pursuant to Indiana law, this Addendum, may be extended each May 31, for an additional year unless the Superintendent or the Employer notifies the other party to the contrary. The parties agree the one year automatic extensions are valid under Indiana law up to five (5) years. This equates to a contract extension that could run through June 30, 2032.

The Superintendent and Board President will meet annually regarding any updates to this agreement.

The parties agree that the Superintendent shall provide services for two hundred sixty (260) days during each school year. These work days shall be provided in accordance with a schedule of work days established by the Superintendent so as to insure the full and competent performance of the duties established in Paragraph 3 of this Contract. The two hundred sixty (260) work days shall include sick leave days pursuant to Paragraph 4(c) of this Contract and any other paid leave pursuant to Paragraph 4(c) of this Contract.

The Superintendent shall devote the Superintendent's time, attention, and energy to the business of the School Corporation. However, with the prior approval of the Board, the Superintendent may serve as a consultant to other school corporations or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of a short-term duration. The Superintendent may, with the prior approval of the Board, continue to draw a salary while engaged in the outside activity as described above. In such cases, honoraria paid the Superintendent in connection with these activities shall be transferred to the School Corporation. If the Superintendent chooses to use vacation leave to perform outside activities, the Superintendent shall retain any honoraria paid. In no case will the School Corporation be responsible for any expenses incurred in the performance of such outside activities.

3. Duties of the Superintendent

The parties agree that the duties of the position of Superintendent to be performed pursuant to this Contract are set forth in the Franklin Township School Board Policy Handbook, as amended. The parties agree that the description of the duties as Superintendent as stated in the Board Policy Handbook, as amended, represent a reasonable division of responsibilities between the policy making responsibility of the Board, and the implementation and management responsibilities of the Superintendent.

The Superintendent agrees that the Superintendent's duties pursuant to this Contract represent full employment and the Superintendent will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving the Superintendent's personal services, if any of these activities interfere with the Superintendent's performance of the Superintendent's duties as Superintendent, except only as provided in Section 2 above.

The parties of this Contract further agree that the duties performed by this Superintendent pursuant to this Contract are unique to this position in the School Corporation, and the Superintendent will therefore not be transferred or reassigned by the Board to another position without the Superintendent's written consent unless the Superintendent is on leave, incapacitated or otherwise unable to fulfil the duties of Superintendent as determined by the Board.

The Superintendent agrees that at all times while the Superintendent is employed pursuant to this Contract the Superintendent will fully meet the minimum qualifications for the position of Superintendent which include maintaining a license from the State of Indiana required for the position of Superintendent.

4. Salary & Benefits

As consideration for the performance of the duties and meeting the qualifications established by this Contract, the Board agrees that the Superintendent shall receive the following:

a. 2024-2025 School Year Salary

The Superintendent shall be paid the base salary of Two Hundred Five Thousand Dollars (\$205,000) for the annual period of July 1, 2024 through June 30, 2025, subject to applicable withholdings, payable in accordance with the School Corporation's regular payment practices for Administrators.

b. Salary Raises and Stipend(s) for Years in the Future After the 2024-2025 School Year

The Superintendent will receive the same percentage base salary increase as provided other School Corporation Administrators, or an additional amount to be determined by the Board. In the event that other School Corporation Administrators receive a fixed amount increase in base salary, the Superintendent shall receive that increase as well. Additionally, the Superintendent will also receive any one-time stipend provided to other School Corporation Administrators.

These future raises are contingent upon the following qualifying requirements:

- 1) This raise will be effective only if the Superintendent was not evaluated as either "needs improvement" or "ineffective" for the school year preceding the year in which the raise would take effect.
- 2) If in any one year administrators do not receive any raise, the Superintendent will not receive any raise.
- 3) Within 30 days of the Board establishing administrative raises for any one year, the Superintendent may submit a written waiver of an increase for that year and in such a case the proposed contract will provide that there will be no raise for that year.
- 4) The Board provides written notice to the Superintendent that it will no longer agree to these future increases for the Superintendent or any increase in any one particular year on or before the date it approves administrative raises.

c. Leave

The superintendent shall be entitled to the annual number of sick days provided to the other full-time administrative employees of the School Corporation. The Superintendent may use sick leave days and will be allowed to accumulate the same number of sick days as permitted under the sick leave plan by other administrative employees.

d. Vacation Days

The Superintendent shall be entitled to twenty-five (25) paid vacation days annually accumulating to a maximum of 30.

e. Insurance Coverage and Contribution

The Board agrees to pay all of the Superintendent's health, dental and vision insurance consistent with other School Corporation administrators. In regards to health insurance, the School Corporation will pay the Superintendent's insurance premiums under the School Corporation's health insurance plans, except for \$250 for an employee-only plan or \$500 for a family plan which amounts shall be paid by Superintendent. Superintendent's dental and vision insurance coverage will also be provided consistent with other School Corporation administrators.

f. INPRS Employee Contribution

In addition to the other considerations provided to the Superintendent by this paragraph of this Contract, the Board shall make any contribution to the Indiana Public Retirement System that would otherwise be required to be paid by the Superintendent. All payments to the Superintendent subject to federal income tax and the Superintendent's contribution to the Indiana Public Retirement System shall be included in the Superintendent's salary for purposes of the Indiana Public Retirement System.

For each of the first four (4) years of service, the School Corporation will purchase a year of "Airtime" Service Credit on behalf of the Superintendent. The purchase will occur for one year of service credit for each year worked up to four (4) years and will occur around or before June 30<sup>th</sup> each year and every year of eligibility thereafter.

g. Car Allowance

The Board shall provide the Superintendent with an annual car allowance in the amount of Twelve Thousand Dollars (\$12,000).

h. Cellular Phone

The Superintendent is required and it is essential for the performance of the Superintendent's duties to have a cell phone and cell phone service with both voicemail and email capacity. The School Corporation shall provide the Superintendent with a stipend of One Thousand Two Hundred Dollars (\$1,200.00) per contract year.

i. Business and Professional Expenses

The Board shall reimburse the Superintendent for appropriate business and professional expenses. Appropriate expenses shall include the cost of membership

and participation in State and National professional associations for educational administrators and expenses related to the Superintendent's attendance at conferences and activities.

j. Retirement

The Board shall pay the Superintendent an additional amount of \$20,000 for the 2024-2025 school year and for each subsequent year thereafter, which the Superintendent may elect but need not contribute to employee elective qualified retirement plans. Each contract year, the Superintendent may complete a salary deferral agreement equal to the Board retirement payment up to the maximum elective deferrals possible to the 403(b) plan. To the extent that the maximum elective deferrals possible is less than the total Board retirement payments for that contract year, the Superintendent may complete a salary deferral agreement equal to the remaining Board retirement payment amount to the 457(b) plan. The retirement amounts provided hereunder shall be paid to the Superintendent on June 30th of each contract year, and the Superintendent must be employed on such date to receive this payment. These payments will be employee elective contributions. The Superintendent shall be immediately and fully vested in these amounts. The Superintendent may make additional salary deferrals, within the IRS limits, to the 403(b) plan and the 457(b) plan.

k. Other Benefits

The Superintendent shall be entitled to all other benefits established by the Board for all management employees of the Board. To the extent that benefits for other management employees duplicate a benefit specifically provided pursuant to this Contract, the benefit provided by this Contract shall be the benefit provided to the Superintendent. This Contract is further supplemented by the teacher's negotiated agreement between the Corporation and the Franklin Township Education Association.

5. Termination of Employment Agreement

(a) Termination by Mutual Consent. The parties may terminate this Agreement on any date during the Employment Term, if the Board and Superintendent mutually consent in writing to such termination.

(b) Termination Prior to Expiration of Employment Term. The Board may terminate this Agreement prior to the Expiration Date of the Employment Term: (1) as provided in IC 20-28-8-7(2) for any grounds specified in IC 20-28-7.5-1, in which event Superintendent's tenure status as a teacher, if any, also will be terminated for the same reasons and no payment would be due upon cancelation for cause; or

(c) at any time during the Employment Term provided that, in such event, the Board shall make the payment set forth in Section 5.1 below to Superintendent. Such payment shall constitute Superintendent's sole and exclusive right for remedy for a termination under this

subparagraph and he shall have no other or further rights or remedies for termination or breach of Agreement or otherwise, including any tenure rights he may have.

(d) Termination on Expiration Date of Employment Term. The Board may terminate this Agreement on the Expiration Date as provided in IC 20-28-8-7(3).

(e) Termination by Superintendent. Superintendent may terminate this Agreement on the Expiration Date as provided in IC 20-28-8-7(4).

(f) Death, Total Disability or Retirement. This Agreement shall terminate without action of the parties upon the occurrence of the death or the retirement of Superintendent. In the event of total disability (as defined in School's disability insurance policy as applicable to Superintendent), the Board may terminate this contract by written notice to Superintendent at any time after Superintendent has exhausted any accumulated sick leave and such other leave as may be available.

Section 5.1. Severance Payment. If the Board provides the Superintendent with a written notice under 5 (c) above that it is canceling this Contract without cause and pays Superintendent an amount equal to one school year's Base Amount as described in subsection 1.03 of this Contract or \$250,000.00, whichever is less. If the Board would opt to utilize this no-fault cancellation option, then the Board will provide the Superintendent with at least ninety (90) days written notice that it intends to cancel or let expire the Superintendent's Contract without a finding of fault. The Board will also afford the Superintendent an opportunity for a private conference with the Board in executive session. The purpose of a private conference, if requested by the Superintendent, will be to provide the Superintendent an opportunity to present information and reasons why cancellation is unwarranted, and an opportunity for the Board to reconsider whether or not the cancellation or expiration is in the best interests of the School Corporation. Following the private conference, unless the Board has decided against cancellation of the Superintendent's Contract, the Board will provide the Superintendent an opportunity to resign. After giving the Superintendent an opportunity to resign, the Board may cancel the Superintendent's Contract, without cause, effective immediately upon a majority vote of the Board taken at a public meeting.

#### 6. Defense and Indemnification for Acts as Superintendent

The Board agrees to provide the Superintendent with legal counsel selected and paid for by the Board and to defend and indemnify and hold the Superintendent harmless for all claims, demands and judgments arising out of the performance of the duties set out in paragraph 3 of this Contract to the fullest extent permitted by law. However, the School Corporation's defense and indemnification of the Superintendent shall not apply to any demand, claim or action brought by the Superintendent, including but not limited to demands, claims or actions against the School Corporation.

#### 7. Vesting

The Board contributions (Employer contributions) made to the Superintendent's account with the 401(a), 403(b) and VEBA shall vest immediately.

8. Entire Contract of Parties

This Contract contains all the agreed terms of employment of the Superintendent by the Board and will not be modified except in a written document making specific reference to this Contract and the specific provision to be modified. Modifications to this Contract shall be approved by both parties in the same manner that this Contract was approved.

If required for purposes of compliance with a standard or request of the State Board of Accounts of the State of Indiana, the parties agree that they will execute one or more one-year or multi-year standard teacher contracts to implement the terms of this Contract. The parties further agree that to the extent of this Contract is inconsistent with the Superintendent's basic teacher contract replaces, the terms of this Contract shall control.

9. Contract as a Public Record

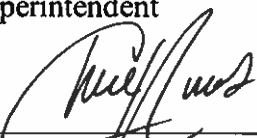
The parties agree that this Contract is a public record under the Indiana Public Records Law, Indiana Code 5-14-3, and Indiana Code 20-28-6-2 pertaining to teacher contracts generally.

10. Delay is Not a Waiver


No act or omission or failure or delay by the School Corporation in exercising any right, power or remedy under this Contract shall operate as a waiver of any such right, power or remedy or of any of the School Corporation's rights under this Contract. Superintendent acknowledges that every situation is unique and the School Corporation may need to respond differently to the actions of one employee than to the actions of another employee. Therefore, the failure of the School Corporation to enforce the same, similar, or different restrictions against another employee or to seek a different remedy shall not be construed as a waiver or estoppel to the enforcement of the Contract's restrictions against the Superintendent.

Agreed this 11<sup>th</sup> day of March, 2024.

Superintendent

  
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Dr. Chase Vuotari

Board of School Trustees

  
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Zachary Smith Howard, President

  
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Doris L. Gowan, Secretary