FRANKLIN COUNTY COMMUNITY SCHOOL CORPORATION
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Superintendent's Contract of Employment (hereafter "Contract") supplements the basic teaching contract of Dustin Gehring as Superintendent by the Board of Trustees of the Franklin County Community 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:

A. "Superintendent" meaning Dustin Gehring; and

B. "Board" meaning the Board of School Trustees acting as the governing body of the Franklin County Community School Corporation.

C. 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 next calendar year.

2. Employment of Superintendent & Terms of Employment.

The term of the Superintendent's Employment Agreement is extended for **two additional years**. The new expiration date shall be **June 30, 2029**, unless otherwise modified in accordance with the agreement and applicable law.

The Board hereby employs the Superintendent, and the Superintendent agrees to be employed as Superintendent under the terms described herein. The term of this Agreement shall begin on July 1, 2025 ("Effective Date"), and shall continue thereafter until June 30, 2029 ("Expiration Date"), or until such earlier time unless terminated in accordance with the terms of this Contract and applicable law. Unless otherwise required by text or context, a school year for purposes of this Agreement shall begin July 1of a year and end on June 30 of the following year.

The parties agree that the Superintendent shall provide services on 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 leave days pursuant to Paragraph 5-B of this Contract and any other paid leave pursuant to Paragraph 5-C of this Contract.

3. Duties of the Superintendent.

The Superintendent is responsible for and shall perform those functions as specified in the job description for the position for which the Superintendent is hereby employed, as such may be amended from time to time by the Board. The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board. The Superintendent is also responsible for complying with all directives of the Board which are authorized by official Board action. In addition, the Superintendent shall, during the term of this Contract, hold and maintain such state licenses and certifications as may be applicable or required, and shall devote his full working time to the performance of his duties as Superintendent. If the Superintendent desires to engage in outside employment or consulting, then he agrees he will not do so without obtaining prior Board approval.

4. Evaluation of the Superintendent.

The Board shall evaluate and assess in writing the performance of the Superintendent each school year during the term of this Agreement and such evaluations shall be conducted in June of each year. Each such evaluation shall occur in a closed executive session. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, the Board shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement. The Superintendent shall have the right to prepare and submit a written response to the evaluation. Such response, if any, shall be placed in the Superintendent's personnel file.

5. Salary & Benefits.

A. Salary.

The Board shall pay the Superintendent an annual salary of One Hundred Thirty-Six Thousand, Eight Hundred Thirty-Eight and 00/100 Dollars ($136,838.00). The Board and the Superintendent may mutually agree to adjust the compensation of the Superintendent during the term of this Agreement, but in no event shall such compensation be less than the amount stated above. Any such adjustment in compensation shall be in the form of an amendment to this Agreement and shall become a part of this Agreement, but such adjustment shall not be deemed to have created a new Agreement or modified the termination date of this Agreement. The Superintendent shall be paid in twenty-six (26) equal bi-weekly installments on a schedule fixed for all employees of the Corporation.

Beginning with the **2026–2027 contract year** and continuing for the duration of the Superintendent's Agreement (including extensions), the Superintendent's base salary shall be adjusted annually by the same percentage increase approved by the Board for administrative personnel, unless otherwise determined by Board action.

Nothing in this provision shall prevent the Board from approving a different percentage increase, or no increase, based on evaluation results, fiscal conditions, or other factors the Board deems relevant.

B. Paid Time Off.

The Superintendent shall receive paid compensatory leave days in accordance with the schedule of benefits for all administrators.

C. Vacation Days and Paid Holidays.

The Superintendent shall be entitled to twenty (20) paid vacation days each school year. The Superintendent shall also be entitled to all paid holidays provided to all other 260-day employees of the Franklin County Community School Corporation. The Superintendent shall be paid an amount equal to his daily rate at the time the

Superintendent retires or otherwise terminates his employment with the Franklin County Community School Corporation for all unused vacation days accrued at the time the Superintendent retires or otherwise terminates his employment with the Franklin County Community School Corporation.

D. Insurance Coverage and Contribution.

The Superintendent shall receive health insurance coverage and benefits in accordance with the schedule of benefits for all administrators.

E. Term Life Insurance and Long-Term Disability Insurance.

The Superintendent shall be covered by the School Corporation term life and long-term disability programs. If the Superintendent is able to qualify at standard rates for life insurance, the Board shall provide the Superintendent with $175,000 of term life insurance for the term of this Agreement and any extensions thereto. The above benefits shall be paid for by the Board; provided, however, that the Superintendent shall pay $1.00 per year for the long-term disability program and $1.00 per year for the term life insurance.

F. Section 403(b) Contribution.

The Board shall credit or pay the Superintendent an amount equal to two and one-half percent (2.5%) of the Superintendent's annual salary to be contributed to an Internal Revenue Code Section 403(b) plan for each year of employment for the Superintendent.

G. ISTRF Employee Contribution.

In addition to the other considerations provided to the Superintendent by this Contract, the Board shall make contributions to the Indiana Public Retirement System on behalf of the Superintendent, beginning with the date of his hire. The contribution will be three percent (3%), and the Superintendent shall be one hundred percent (100%) vested in the Board's contribution.

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.

H. Mileage Reimbursement.

Reimbursement for mileage incurred for Corporation business at the rate set by the Board.

I. Dues/Membership Fees for Professional Organizations.

The Board may pay, at the Board's discretion, for institutional memberships, including IASBO, the Indiana State Superintendents Association, the Superintendents Council, and professional organizations that will assist the Superintendent in enhancing the educational programs of the Franklin County Community School Corporation.

J. State and National Conferences.

The Board may pay all reasonable expenses (which is determined in the sole discretion of the Board) for the Superintendent to attend state conferences and one national conference per year to enhance his professional skills and knowledge, provided the Superintendent receives advance approval from the Board to attend such conference(s) and files itemized expense statements.

K. Retirement Benefits

At the time the Superintendent retires or otherwise terminates his employment with the Franklin County Community School Corporation, the Superintendent shall be paid an annual retirement bridge payments in the amount of Thirteen Thousand Five Hundred Eighty dollars ($13,580.00) per year or six (6) years or until the Superintendent has reached, or would have reached, the age eligible to receive full Social Security benefits. In addition, the Superintendent shall receive the amount contributed for an actively employed Franklin County Community School Corporation administrator for group health and vision insurance for five (5) years or until the Superintendent qualifies for Medicare, whichever occurs first.

L. Severance Benefits

At the time the Superintendent retires or otherwise terminates his employment with the Franklin County Community School Corporation, the Superintendent will be paid a lump sum payment equal to fifty dollars ($50.00) per day for all unused compensatory leave days at the time of retirement, up to a maximum of 180 days. This severance payment shall be included in the Superintendent's final contract and shall be paid to the Superintendent in a separate check no later than June 30 of the year the Superintendent retires or otherwise terminates his employment with the Franklin County Community School Corporation.

M. 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 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 teachers' negotiated agreement between the Board and the Franklin County Education Association. If any benefit specifically provided by the teachers' negotiated agreement duplicates a benefit provided by this Contract, the benefit provided by this Contract shall be provided to the Superintendent.

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 within the scope of his employment as set out in paragraph 3 of this Contract to the fullest extent permitted by law. The provisions of this paragraph exclude criminal conduct or any other conduct that is outside the scope of the superintendent's duties.

7. Extension and Non-Renewal of this Contract.

In place of the Contract non-renewal and extension provisions of Indiana law, specifically Indiana Code 20-28-8-7.5, which would be applicable to this contract, the Parties agree that the Superintendent's contract will be extended for twelve (12) months if the Board does not give notice to the Superintendent by March 1 of the year prior to the year the contract expires. However, the Superintendent's contract shall only automatically extend for twelve (12) months if the Superintendent receives an "Effective" or "Highly Effective" evaluation from the Board pursuant to paragraph 4.

8. Termination of this Contract.

This Contract:

A. Shall be automatically terminated upon the death of the Superintendent.

B. May be terminated unilaterally by the Superintendent with ninety (90) days written notice to the Board.

C. May be terminated unilaterally in the event the Superintendent shall, after opportunity for hearing with the benefit of legal counsel, be held by the Board to be guilty of incompetence, immorality, insubordination, or such other offenses recognized as cause, according to law, for cancellation of contract. Insofar as applicable, I.C. 20-28-6 et seq. and I.C. 20-28-7.5 et seq. are incorporated herein by reference. For purposes of this Agreement, cause shall not be construed to include mere personal or philosophic differences with members of the Board, as long as the Superintendent faithfully performs his statutory and contractual obligations, or lawful Board directives in a lawful and professional manner.

D. May be terminated unilaterally by the Board, without cause, but with ninety (90) days written notice to the Superintendent. For purposes of this Subparagraph, termination without cause shall include the failure to renew the terms of the Agreement as provided in Paragraph 7 above unless such failure to renew is for reasons recognized as "cause" for non-renewal under Indiana law. In the event this Agreement is terminated by the Board without cause, the Board shall pay the Superintendent, as severance pay, one (1) year's salary and benefits in a lump sum within thirty (30) days of termination.

9. 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 this Contract is inconsistent with the Superintendent's basic teacher contract it replaces, the terms of this Contract shall control.

10. 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 2-28-6-2 pertaining to teacher contracts generally.

Agreed this ___th day of _______..

BOARD OF SCHOOL TRUSTEES
FRANKLIN COUNTY COMMUNITY
SCHOOL CORPORATION

Kevin Kaiser, President	Superintendent

Jessica Brennan, Vice-President

Brandy Wilson, Secretary

Gregg Burris, Member

Beth Foster, Member

Kati Holman, Member

Kim Simonson, Member

Franklin County Community School Corporation
Addendum to Superintendent Employment Agreement

This Addendum modifies the Superintendent Employment Agreement between the **Franklin County Community School Corporation Board of School Trustees** (“Board”) and **Mr. Dustin W. Gehring** (“Superintendent”).

1. Salary Adjustment for 2025–2026

Effective **July 1, 2025**, the Superintendent’s annual base salary shall be increased by **4%** from the prior year’s base salary, consistent with the percentage salary adjustment approved by the Board for administrative personnel for the 2025–26 school year.

This increase applies to the 2025–2026 contract year and shall be reflected in the Superintendent’s regular pay schedule.

2. Annual Salary Adjustment — Future Years

Beginning with the **2026–2027 contract year** and continuing for the duration of the Superintendent’s Agreement (including extensions), the Superintendent’s base salary shall be adjusted annually by the same percentage increase approved by the Board for administrative personnel, unless otherwise determined by Board action.

Nothing in this provision shall prevent the Board from approving a different percentage increase, or no increase, based on evaluation results, fiscal conditions, or other factors the Board deems relevant.

3. Contract Term Extension

The term of the Superintendent’s Employment Agreement is extended for **two additional years**.

The new expiration date shall be **June 30, 2029**, unless otherwise modified in accordance with the Agreement and applicable law.

4. No Other Changes

All other terms and provisions of the Superintendent’s Employment Agreement dated June 18, 2024, remain in full force and effect and are incorporated herein.

Adopted this ___ day of _________________, 2025

Board of School Trustees
Franklin County Community School Corporation