

## SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract, effective December 3, 2019, is an addendum to and is incorporated into the regular teacher's contract between the Board of Trustees ("Board") of Sheridan Community Schools ("Sheridan") and Mary Roberson ("Superintendent"). These terms, together with the Superintendent's regular teacher contract, are herein referred to as "the Contract."

For purposes of the Contract, "school year" means a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year.

For purposes of the Contract, "Master Agreement" means the contract between the Board and the Sheridan Classroom Teachers negotiated pursuant to Ind. Code ("I.C.") 20-29.

Whereas, Sheridan desires to employ qualified and capable administrators; and

Whereas, Sheridan has determined that Superintendent is a qualified and capable administrator who will a suitable superintendent of schools.

Now, therefore, in consideration of the mutual covenants contained herein, Sheridan and Superintendent agree as follows:

1. **Employment of Superintendent; Term of Employment; Vacation Days; Evaluation:** The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the superintendent of Sheridan. The Contract shall continue up to and including June 30, 2023.

The parties agree that the Superintendent shall provide services on 260 days during each school year. The 260 days includes 30 days paid vacation, paid corporation holidays, paid days for conferences, workshops, and seminars.

The Board shall evaluate the Superintendent's performance at least once a school year, and at any other time the Board may desire. The evaluation factors and procedures shall be determined by the Board, but they shall include a combination of factors listed in Ind. Code 20-28-9-1.5.

2. **Term**: The contract shall be for a specified term, running from February 1, 2020, to June 30, 2023.

3. **License**: Superintendent represents and warrants that he/she holds a valid Indiana superintendent's license. Superintendent shall maintain said license in good standing throughout the term of this Contract. Should said license be revoked or become invalid, this Contract shall automatically be terminated without further notice or hearing.

4. **Duties of the Superintendent**: The duties of the Superintendent shall include, but not be limited to, (A) supervising all employees of Sheridan; (B) making recommendations to the Board as to the selection, assignment, transfer, promotion, discipline, retention, reduction in force, non-renewal, or termination of all personnel of Sheridan, subject to the final approval of the Board; (C) insuring compliance with all federal and state laws and regulations concerning education and Board policy; (D) performing all duties normally assigned to the

superintendent of a public school system; and (E) performing all other duties reasonably assigned to Superintendent by the Board.

**5. Salary and Benefits:**

a. Sheridan shall pay to Superintendent for February 1, 2020—June 30, 2021, an annualized salary of \$121,200. The salary may increase thereafter for each school year of the term of the Contract at the same percentage increase (if any) that other Sheridan administrators receive so long as the Superintendent is evaluated as effective or highly effective. The salary shall be payable in the same manner as salaries are paid to other Sheridan administrators.

b. The Superintendent shall be entitled to receive all the leaves and insurance benefits identified in the Master Agreement, unless at Superintendent's election, those benefits are waived. The pertinent articles of the Master Agreement are incorporated into this Contract as a material term. In addition, it is acknowledged and understood that Superintendent has accumulated sick leave and sick transfer leave days from previous Indiana school corporation employment and therefore there shall be a one-time roll over of those accumulated days.

c. Superintendent shall participate in the Indiana State Teachers Retirement Fund, and Sheridan shall make all contributions thereto, on behalf of Superintendent.

d. Except as stated below in paragraph (e), Superintendent shall receive life insurance (in the amount of 2.0 times annual salary), an annual annuity payment

as deferred compensation in the amount of 5% of annual salary to be paid to a 403(b) plan or such other deferred compensation program as the parties may agree, long term disability insurance, and health insurance paid by Sheridan.

Health insurance shall be full family coverage, including the applicable Sheridan medical, dental and vision coverage. Per the Sheridan policy, the Superintendent shall pay \$1 per year for the benefits.

e. Notwithstanding paragraph (d) above, as of the effective date of this Contract, Superintendent intends to waive the entitlement to health insurance paid by Sheridan because Superintendent has procured health insurance through other means. Therefore, in lieu of Sheridan paying for Superintendent's health insurance at full family coverage, Sheridan shall pay an annual annuity payment as deferred compensation in the amount of 15% [rather than 5% as stated in paragraph (d) above] of annual salary to be paid to a 403(b) plan or such other deferred compensation program as the parties may agree. If in the future Superintendent elects the health insurance benefit as set out in paragraph (d) above, then the annual annuity payment as deferred compensation shall be 5% [as stated in paragraph (d) above] of annual salary, rather than 15%.

f. **Car Allowance:** Sheridan shall provide an automobile allowance of \$600.00 per month towards the cost, maintenance, and operation of the Superintendent's vehicle, regardless of actual vehicle expenses incurred. Sheridan shall not reimburse Superintendent for mileage for out of corporation travel.

g. **Phone Allowance**: Sheridan shall provide, pay for, or reimburse Superintendent the reasonable cost of a cell phone and data plan for job-related use.

h. **Professional Expenses**: Sheridan shall pay Superintendent's reasonable expenses in registration, lodging, meals, and transportation for professional education and development events. These will be reimbursed on a board approved claim form only. The Superintendent shall also receive paid memberships in IAPSS (Indiana Association of Public School Superintendents), AASA (American Association of School Administrators), and IASBO/ASBO (Indiana and national associations of School Business Administrators), and ASCD (Association of Supervision and Curriculum Development).

i. **Professional Liability Insurance**: Sheridan shall maintain in effect professional liability insurance that shall provide coverage for Superintendent, including costs of defense, for any legal actions maintained by third parties against Superintendent for conduct within the performance of Superintendent's duties.

To the extent not covered by professional liability insurance, the Board agrees to provide the Superintendent with legal counsel selected and paid for by the Board to defend and indemnify and hold the Superintendent harmless for all claims, demands, and judgments arising out of the performance of duties with the Superintendent's scope of employment.

Superintendent shall, however, have no right to reimbursement in relation to matters outside the scope of Superintendent's employment or as to which Superintendent has been adjudged liable to Sheridan for negligence or misconduct in the performance of his/her duties.

j. **Consulting:** The Superintendent may undertake consulting work, speaking engagements, writing, lecturing or other professional duties and obligations provided that such activities do not interfere with the meeting of the Superintendent's responsibilities as Superintendent. The Superintendent shall be responsible for all expenses associated with any work contemplated by this paragraph. The Superintendent shall notify the Board or its designee prior to the performance of these activities that involve the Superintendent's attention during normal working hours. The Superintendent shall provide notice to the Board of all other such activities.

k. **Taxes:** Superintendent shall be solely responsible for the payment of the Superintendent's own federal, state, and local taxes on Superintendent's income and on any taxable portion of any employment benefits.

**11. Moving Expenses:** The Superintendent shall not be required to reside in the Sheridan School District. In the event the Superintendent elects to move into a residence in the Sheridan School District, the Superintendent shall be entitled to a one-time reimbursement of reasonable moving expenses, not to exceed \$4,000.00.

12. **Termination:** (a) **Cause:** Sheridan may terminate this Contract with respect to the Superintendent's services as superintendent, at any time, for cause, as set forth in I.C. 20-28-8-7 and in accordance with the procedures and timelines set forth therein; and Sheridan may terminate the Superintendent's teaching contract as set forth in I.C. 20-28-7.5-1 concerning grounds for termination of an established teacher's contract, and in accordance with the procedures and timelines set forth in I.C. 20-28-7.5-2. For purposes of this Contract, Superintendent acknowledges and agrees that immorality as used in I.C. 20-28-7.5-1 and 20-28-8-7, and as grounds for termination of this Contract, shall mean conduct that the Board finds offensive to the moral standards of the Sheridan community because it (i) falls below the exemplary standards of behavior for adults and youth that the Superintendent should establish and maintain; or (ii) impedes the Superintendent's job effectiveness.

(b) **Retirement, resignation, or death:** This Contract will terminate by retirement, resignation, or death of Superintendent.

(c) **Disability:** In the event of disability by illness or incapacity, after Superintendent's sick leave has been exhausted, the compensation shall be reinstated after Superintendent has returned to employment and undertaken the full discharge of the Superintendent's duties. 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

and has been absent from his/her employment for whatever cause for an additional continuous period of sixty (60) days.

If a question exists concerning the capacity of Superintendent to return to his/her duties, the Board may require Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The Board and Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit his/her report to the issue of whether Superintendent has a continuing disability which prohibits the Superintendent from performing his/her duties.

Upon termination of the Contract for any reason set forth above, the Board shall have no further obligation to the Superintendent.

(d) **Board's Discretion to Terminate without Cause:** Notwithstanding any other provision, the Board shall have the right to terminate the services of the Superintendent on the following terms and conditions:

1. The Board shall provide written notice to the Superintendent of Sheridan's election to terminate this Contract without cause within 60-days of the date of the notice.
2. Upon receiving notice from the Board, the Superintendent shall submit his or her resignation effective on the date of the next regularly scheduled Board meeting. If Superintendent fails to submit his or her resignation, then



the termination shall be effective on the 60th day following the written notice provided pursuant to paragraph (d)(1) above and Superintendent shall forfeit all payments set forth in paragraph (d)(4) below.

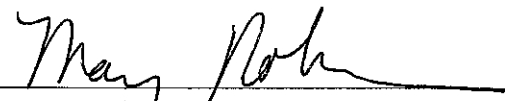
3. The Board and Superintendent will refer to the reason for such a resignation as "philosophical differences" or such other description as mutually agreed upon.
4. In exchange for the resignation mentioned above, Sheridan will pay the Superintendent six (6) months salary, beginning on the effective date of the Superintendent's resignation, which shall be paid by-weekly, and at the amount Superintendent was receiving at the time of the resignation. This amount will not include benefits or any other form of compensation provided for in this contract. If, however, Superintendent procures other employment during those six months, the Superintendent shall immediately notify Sheridan and shall forfeit all remaining amounts and benefits owed under this subparagraph. If in the event Superintendent procures other employment during that year and does not notify Sheridan, Superintendent shall be liable for all amounts and benefits paid and provided by Sheridan following

the date Superintendent procured other employment,  
and shall be further liable for any attorney fees and costs  
incurred by Sheridan in obtaining reimbursement of  
amounts and benefits paid to Superintendent after the  
date he procured other employment.

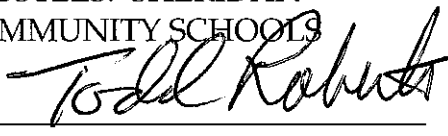
13. **Miscellaneous Provisions:** Invalidity of any portion of this Contract under the laws of the State of Indiana or of the United States of America shall not affect the validity of the remainder of this Contract. This Contract may be amended by mutual agreement of the parties, in writing and executed with the same formality as the execution of this Contract. This Contract, together with the regular teacher's contract, constitutes the entire contract between the parties and supersedes all prior agreements. The laws of the State of Indiana shall govern this Contract.


The parties have executed this contract effective December 3, 2019.

SUPERINTENDENT

  
\_\_\_\_\_  
Mary Roberson

BOARD OF SCHOOL  
TRUSTEES: SHERIDAN  
COMMUNITY SCHOOLS

By:   
\_\_\_\_\_  
President:

By:   
\_\_\_\_\_  
Secretary