

## SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract, effective on the date stated on page ten below, 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 David Mundy ("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, 2025.

The parties agree that the Superintendent shall provide services on 260 days during each school year. The 260 days includes 20 days paid vacation, paid corporation holidays, paid days for conferences, workshops, and seminars.

The Board agrees to review the Superintendent's performance at least once a school year, and at any other time the Board may desire.

2. **Automatic three-year roll-over; Board's discretion to cancel**

**automatic roll-over:** Beginning on July 1, 2024, the Contract, subject to the provision below in this paragraph, shall be automatically extended an additional three (3) years, and thereafter, beginning on July 1, 2025, an additional year on a roll-over basis. However, the Board has the discretion to cancel the initial automatic three (3) year extension if it notifies the Superintendent in writing of that intent by June 1, 2024.

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:** Sheridan shall pay to Superintendent for April 11, 2022 – June 30, 2023, an annualized salary of \$160,000.00. The salary will increase thereafter for each school year of the term of the Contract at the same percentage increase (if any) that other Sheridan administrators receive. The salary shall be payable in bi-weekly installments.

Except as otherwise provided herein, the Superintendent shall receive at a minimum all the leaves and insurance benefits identified in the Master Agreement. 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.

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

Superintendent shall receive life insurance (in the amount of 2.0 times his/her 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; and long term disability insurance. Superintendent shall receive the same medical, dental and vision insurance benefits that all other Sheridan administrators receive. The coverage shall be full family coverage (or less coverage as necessary, depending on the Superintendent's familial needs from year-to-year).

6. **Health Insurance upon Retirement:** If this Contract terminates because of the Superintendent's retirement from full-time employment pursuant to Paragraph 11(b) of this Contract, then Sheridan, subject to the other terms in this Paragraph, shall permit Superintendent to participate in Sheridan's medical, dental, and/or vision health insurance plan(s) at a cost to the Superintendent of \$1 per year until the Superintendent is eligible for Medicare. This coverage shall be at the "employee-only" level. If Superintendent, under this Paragraph, wants to elect for coverage beyond "employee-only", then he will pay 100% of the additional premium incurred because of the coverage extending beyond the "employee-only" level. In addition, the benefit offered under this Paragraph shall only apply if (a) Superintendent has been employed at Sheridan as



superintendent without interruption from April 11, 2022, through June 30, 2030; (b) the Contract is not terminated for cause; and (c) Superintendent does not, after retirement, procure other employment with an employer that offers its employees health insurance coverage. In addition, Superintendent is prohibited from negotiating away any potential health insurance coverage or benefit with any post-retirement employer. Finally, and notwithstanding any other provision in this Paragraph, the benefit offered under this Paragraph shall only be available to Superintendent post-retirement for a total of seven (7) years.

7. **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.

8. **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).

9. **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.

**10. 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.

11. **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.

12. **Termination:** (a) **Cause:** Sheridan may terminate this Contract at any time, for cause, as set forth in I.C. 20-28-8-7, concerning termination of superintendent's contract, in accordance with the procedures and timelines set forth therein; and as set forth in I.C. 20-28-7.5-1(e)(1)-(2), (4)-(7) 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. Provide 60-days prior written notice to the Superintendent of Sheridan's election to terminate or otherwise discontinue the contract.
2. Upon receiving notice from the Board, the Superintendent shall submit his resignation as superintendent effective



on the date of the next regularly scheduled Board meeting.

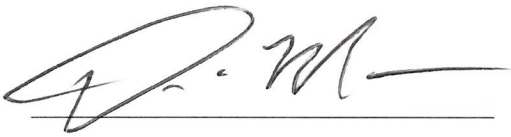
3. The Board and Superintendent will refer to the reason for such a resignation as "philosophical differences" or such other description as mutually agreed upon.
4. In exchange for the resignation mentioned above, Sheridan will pay the Superintendent one (1) year salary, paid bi-weekly, at the amount Superintendent was receiving at the time of the resignation. In addition, the Board will make available the health, dental and vision insurance benefits provided to other administrators for the Superintendent for and through one year following the effective date of his resignation. If, however, Superintendent procures other full-time employment during that year, he shall immediately notify Sheridan and shall forfeit all remaining amounts and benefits owed under this sub-paragraph. If in the event Superintendent procures other full-time 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.

15. **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.

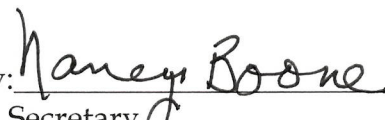
The parties have executed this contract on 21, 2022, with an effective date of April 11, 2022.

SUPERINTENDENT



BOARD OF SCHOOL  
TRUSTEES: SHERIDAN  
COMMUNITY SCHOOLS

By:   
President:

By:   
Secretary