

# EMPLOYMENT AGREEMENT

BETWEEN THE

## BOARD OF SCHOOL TRUSTEES

OF THE

## SHERIDAN COMMUNITY SCHOOL CORPORATION

AND

## BETH DEVINNEY ATHLETIC DIRECTOR

**July 1, 2023-June 30, 2024**

This employment agreement ("Agreement") is by and between the Sheridan Community Schools acting through its Board of School Trustees in the manner permitted by Indiana Code 20-26-5-4(8), and Indiana Code 20-28-8, and the certified administrative employee identified below, and is a supplement to the Regular Teacher's Contract (Appendix A of this agreement) for services as an administrator. Employee desires to be employed or to continue to be employed by the School Corporation. The School Corporation desires to employ or to continue to employ Employee provided it is afforded the protections of this Agreement. In consideration of the foregoing, the School Corporation's employment of Employee, and the promises and covenants contained in this Agreement, the School Corporation and Employee agree as follows:

1. **Employment.** The School Corporation agrees to employ Employee and Employee agrees to be employed by the School Corporation for a period beginning on July 1, 2023 and continuing through the sooner of June 30, 2024 or until terminated by either party. Employee will serve in the position Athletic Director and will have those duties and responsibilities that the School Corporation assigns to Employee from time to time. This position is a full-time position to which the Employee's entire working time, attention, and energies should be devoted. The Employee shall diligently and impartially perform the duties of this position and shall comply with all applicable laws in the performance of his/her duties.

2. **Number and Schedule of Work Days.** Employee shall provide services to the School Corporation on a salary basis rather than an hourly or daily basis, and shall therefore be charged by the School Corporation with the achievement of certain goals and objectives. The salary is based on 220 administrative days.

3. **School Corporation Policies.** Employee will abide by any employment or work rules and/or policies, procedures, guidelines, and practices that the School Corporation currently has or may adopt, amend or implement from time to time during Employee's employment.

4. **Compensation and Benefits.** For all services to be rendered by Employee during Employee's employment under this Agreement, and as consideration for complying with the terms of this Agreement, the School Corporation will pay and provide the following to Employee:

a. During Employee's employment, the School Corporation will pay Employee an annual salary or other designated compensation in the amount of \$85,044.58. The School Corporation and Employee acknowledge and agree that the School Corporation, in its sole discretion, may adjust the manner and amount of Employee's Salary (or any other elements of compensation) from time to time during Employee's employment with the School Corporation. The Salary shall be paid to Employee consistent with the customary payroll practices of the School Corporation. The Salary shall be subject to standard payroll withholding deductions as required by law and withholding for benefits in which Employee elects to participate.

b. During Employee's employment, Employee will be entitled to leaves of absence and participation in the School Corporation's employee benefit plans in which other administrators of the School Corporation are generally entitled to participate; provided, however, Employee's entitlement to participate in such benefit plans is subject to the eligibility requirements and other terms and conditions of such benefit plans. Employee acknowledges and agrees that the School Corporation, in its sole discretion, may change, amend or discontinue any of its employee benefit plans or programs at any time during Employee's employment with the School Corporation, and nothing contained in this Agreement or in the Employee's Regular Teacher's Contract shall obligate the School Corporation to institute, maintain or refrain from changing, amending or discontinuing any benefit plan or program.

c. Benefits included in the Athletic Director's contract include; Health Insurance, dental, vision, all of which are full family paid plans; LTD and Life Insurance paid by SCS. SCS agrees to contribute to the members choice of HSA pursuant to a qualifying plan be selected. Per SCS policy, the Athletic Director shall pay \$1 per year for benefits. Athletic Director's reasonable expenses in registration, lodging, meals and transportation for professional education and development events. The will be reimbursed on a board approved claim form only. The Athletic Director shall also receive paid membership in IASP, NASSP.

5. **Reassignment.** The School Corporation, in its sole discretion, may assign Employee to a different administrative position, or may assign new or different duties and responsibilities, from time to time during Employee's employment with the School Corporation. If the Employee is reassigned to a non-administrative position, this Agreement is terminated pursuant to the provision in paragraph 6.

6. **Termination of Administrator Employment Agreement.** The School Corporation may terminate the Employee's employment in the administrative position at any time for any reason relevant to the School Corporation's interest, in accordance with the due process procedures set forth in Ind. Code § 20-28-8. If this Administrative Employment Agreement is terminated, the Employee's compensation and benefits will be dictated by the Regular Teacher Contract and applicable collective bargaining agreement. The Employee's employment with the School Corporation pursuant to his or her Regular Teacher's Contract may be terminated in accordance with the due process procedures set out in the Regular Teacher's Contract and in Ind. Code § 20-28-7.5. The Employee may terminate his or her employment in the administrative position for any reason or no reason by giving the School Corporation written notice of termination, specifying in such notice a termination date not less than twenty (20) calendar days after giving the notice. Upon the Employee's termination of his or her employment in the administrative position, the School Corporation shall be obligated to pay the Employee the portion of his or her Salary that has been earned through the termination date and to pay or provide to the Employee such payments or benefits, if any, which accrued before the termination date. Other than the foregoing, the School Corporation shall have no further obligations to the Employee under this Agreement.

7. **Confidentiality.** Confidential information learned or obtained in the scope of Employee's employment with the School Corporation, whether such information relates to students, staff, parents, visitors, or any member of the school community, will be kept confidential by Employee, and such confidentiality obligation remains following the termination of this Agreement.



8. **Return of School Corporation Property.** All records, manuals, memoranda, lists, reports, correspondence, charts, and other documents and information pertaining to the past or current activities or future plans of the School Corporation and/or any property provided by the School Corporation for Employee's use in the course of Employee's employment with the School Corporation shall be and remain the property of the School Corporation and shall be subject at all times to its discretion and control. Likewise, all such items shall be delivered promptly to the School Corporation, without request, by the Employee upon termination of Employee's employment for whatever reason.

9. **Entire Agreement; No Waiver and Modification.** This Agreement, incorporating the Employee's Regular Teacher's Contract, constitutes the entire agreement of the parties on the subjects specifically addressed in it and supersedes any prior oral or written agreements, understandings, or representations, on these subjects. This Agreement, incorporating the Employee's Regular Teacher's Contract, replaces any and all prior agreements, understandings, or representations between the Parties and may not be changed except by a written document signed by both Employee and a duly authorized officer of the School Corporation. To the extent there is any conflict between the terms in this Agreement and the Employee's Regular Teacher's Contract, the terms of this Agreement shall control.


10. **Severability.** If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative.

11. **Governing Law.** This Agreement shall in all respects be construed, interpreted, governed, and enforced in accordance with the laws of the State of Indiana, without giving effect to that state's conflict of laws provisions.

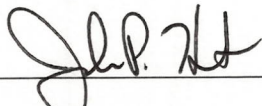
12. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one agreement. Signatures transmitted by facsimile or other electronic means are acceptable as much as original signatures for execution of this Agreement.

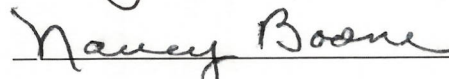
IN WITNESS WHEREOF, the Employee and duly authorized representative(s) of the Board of Trustees of the School Corporation have caused this Agreement to be executed on each party's behalf.

BOARD OF SCHOOL TRUSTEES OF THE  
SCHOOL CORPORATION

  
\_\_\_\_\_  
Employee

11-16-23  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Secretary

11-13-23  
\_\_\_\_\_  
Date

Date