

Carroll Consolidated School Corporation Athletic Director Supplemental Contract

This **Athletic Director Contract** (Contract) is entered into on the date written below between **Carroll Consolidated School Corporation** (CCSC), by the School Board of Trustees (Board) and **Camden Parkhurst** (Administrator).

Recitals

- A. CCSC desires to retain the knowledge and experience of and to employ Administrator as Administrator;
- B. Administrator desires to be employed by CCSC;
- C. CCSC and Administrator hereby enter into and reduce to writing the terms of service of Administrator in accordance with Indiana Code 20-28-8-3, *et seq.*;

Therefore, CCSC hereby employs Administrator and the Administrator hereby agrees to be employed as Administrator under the following terms and conditions:

- 1) **Term of Contract.** The Term of this Contract shall begin on July 1, 2015, (Effective Date) and shall continue until June 30, 2016 (Expiration Date), or until such earlier time as Employment is terminated as provided by Indiana law or in this Contract.
- 2) **Contract Year.** The contract year applicable to this contract shall be two hundred ten (210) work days.
- 3) **Renewal/Non-Renewal.** Unless preliminary written notice is given by a party prior to January 1, this Contract will be automatically extended for an additional year.
- 4) **Duties, Extent of Service, and Relationship of the Parties**
 - a) **Service Dates.** Administrator will report for duty from July 30, 2015, on a full-time basis through June 13, 2016, or as may be adjusted to accommodate change in the school calendar due to unscheduled school closings and similarly for successive years of this Contract and similarly for successive years of this Contract.
 - b) **Duties.** During the Employment Term, Administrator shall serve CCSC as the Athletic Director of the Carroll Consolidated School Corporation, and shall have such duties as may be prescribed by law, set forth by CCSC policy, and as are assigned by the Superintendent or Board of School Trustees from time to time and as further described in the attached Position Description. Duties may include reassignment to other Administrative positions within CCSC, depending on availability and need.
 - c) **Reports to the Carroll Elementary School Principal and Superintendent.** The Administrator reports to the Carroll High School Principal and Superintendent, and is also expected to supply regular activity reports to the Board of School Trustees.
 - d) **Extent of Service.** The Administrator is expected to perform the duties of the Administrator

during the course of a full-time work week. In addition, the nature of the position requires that the Administrator to be available during evenings and weekends, if required.

- e) Professional Growth. The Board encourages the continuing professional growth of the Administrator through participation in professional seminars, programs, and conferences sponsored by local, state, and national school administrator and school board associations, as well as seminars offered by public or private educational institutions, groups, persons, or associations, and will pay the expenses of same as approved and provided by the Board in its annual budget.
 - f) Notification of Allegations or Findings of Misconduct. The Administrator shall notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, including the disposition of any of the aforesaid, or any other event which could be characterized as official misconduct or breach of moral or ethical duty within five (5) calendar days of the occurrence of any such event.
- 5) Evaluation. No less than annually, on or before December 1 of each year, the Superintendent shall meet with the Administrator to review, evaluate and provide feedback on the Administrator's performance as provided by State law and CCSC policy.
- a) Reassignment of Duties. In the event that Administrator has two "ineffective" evaluations, the Corporation, via the Superintendent, reserves the right to reassign the Administrator to other Administrator duties.
- 6) Professional Licensing requirement. Administrator shall, at all times during the Contract Term, hold a valid license or certificate evidencing qualifications to serve as Administrator of a public school corporation in Indiana, as required by Indiana law and the regulations of the Indiana Department of Public Instruction. The description of such license is on file in the offices of CCSC and is incorporated into this Agreement by reference.
- 7) Compensation and Benefits. As payment for services, CCSC will pay the Administrator as follows:
- a) Salary. The salary effective upon commencement of this contract, shall be \$60,000 per annum, to be paid according to the CCSC compensation payment schedule, or 26 pays for a full year of employment.
 - b) Contribution for Health Insurance, Tax-Favored Health Plans. In lieu of insurance as provided paragraph G of Article VI of the Teacher's Master Contract, The Corporation shall contribute the amount of \$13,100 for a family insurance plan OR \$5,100 for a single insurance plan, to be applied toward the Administrator's premium of the Corporation group health insurance program or Corporation-sponsored Health Savings (or similar) accounts selected by the Administrator.
 - i) In the event that the Administrator does not participate in a Tax-Favored Health Plan, or attains the maximum allowable contribution amount permitted by IRS regulations, any Contribution Amount not applied to the Administrator's Plan premium or Tax-Favored Health Plan as set forth above will be retained by the Corporation.

- ii) Administrator may elect a payroll deduction of an additional amount to contribute to Administrator's Tax-Favored Health Plan, up to the contribution limit imposed by the IRS. The election or change of this amount may be made only at initial sign-up or at open enrollment (plan renewal).
 - iii) Any adjustments made by the Administrator or the insurer due to change in Administrator's status or plan, due to qualifying events or other changes, will be adjusted accordingly within the above parameters.
- c) Salary Reportable to IST Retirement Fund. The total of the foregoing amounts a through c is intended to represent the Administrator's basic salary as defined by IC 5-10.2-4-3, and such amounts shall be used to determine the average annual compensation defined in IC 5-10.2-4-3 and reported to the Indiana State Teacher Retirement Fund for the Administrator.
 - d) Vision Insurance. The Corporation shall contribute the amount as provided in the Teacher's Master Contract to be applied toward vision insurance.
 - e) Life Insurance. The Corporation shall provide a life insurance policy equal in coverage to the annual salary of the Administrator (as noted in paragraph a, above).
 - f) Section 403(b) Annuity Plan. The Board also shall establish and maintain a Section 403(b) Annuity Plan ("403(b)") for the Administrator. Contributions made on behalf of the Principal shall immediately vest with the Administrator. For the initial term of this Contract, Administrator contribution of 1 ½% or greater will result in Board contribution of ¾ of 1% (.75%)
 - g) Personal Leave. The Administrator shall be entitled to two personal leave days per year.
 - h) Other Leave Benefits. If not otherwise set forth in this Contract, the Administrator shall be entitled to other leave benefits as set forth in the Master Contract for Teachers.
- 8) Association Dues. The Corporation shall pay the membership dues of the Administrator to the Indiana Indiana Interscholastic Athletic Administrator's Association.
 - 9) Income Protection/Disability Plan. The Board shall provide the Administrator with an income protection plan in the amount set forth in Paragraph 7) a) and 7) b) iii), above.
 - 10) Reimbursement of Expenses. The Board will reimburse the Administrator for reasonable and customary expenses incurred while doing school business.
 - 11) Professional liability.
 - a) Indemnity. CCSC shall defend, hold harmless and indemnify Administrator from any and all demands, claims, suits, actions and legal proceedings brought against Administrator in individual or official capacity as an agent or an employee of CCSC, in connection with any matter arising while the Administrator was acting within the scope of employment, as provided by IC 20-26-5-4(17) or a successor statute.
 - b) Separate Legal Counsel. If Administrator in good faith considers that a conflict exists in

regard to the defense of any such claim between his legal position and the legal position of CCSC or other named parties, Administrator shall have the right to employ separate legal counsel, in which case CCSC shall indemnify Administrator for the costs of legal defense, to the extent permitted by Ind. Code 20-26-5-4(17) or a successor statute.

12) Termination/Separation of Employment

- a) By Consent of the Parties. On any date, by mutual written consent of the parties.
- b) Termination by CCSC for Cause. Before the expiration date set forth in the contract, if the Corporation terminates the contract for cause under a statute that sets forth causes for dismissal of teachers. However, the CCSC must give the Administrator proper notice and advice of private conference rights with the Superintendent and Board of School Trustees.
- c) Termination by Corporation Upon Expiration of Contract. On the expiration date set forth in the contract, if the Corporation not later than January 1 of the year in which the contract expires gives notice to the Administrator in writing, delivered in person or by registered mail.
- d) Termination by Administrator Upon Expiration. On the expiration date set forth in the contract, if Administrator not later than April 1 of the year in which the contract expires gives proper notice in writing to the Corporation.
- e) No Termination of Agreement Except as Provided. Except as provided herein, or as otherwise permitted by law, this Agreement cannot be terminated.
- f) Termination Prior to Expiration of Contract Term.
 - i) Mutual Agreement. The parties may terminate this Contract on any date if CCSC and the Administrator agree in writing to such termination.
 - ii) Resignation of Administrator without Notice or Agreement. If the Administrator fails to provide due notice of resignation on or before January 1 prior to separation of employment as of the following June 30 as provided in this Contract, any accrued benefits (including, but not limited to, vacation pay) will be forfeited.
 - iii) For Cause. The Board of School Trustees (Board) or the Superintendent may elect to terminate this Contract for cause as defined in Indiana Code 20-28-7.5 including, but not limited to, reasons as set forth in this Section, and the Superintendent shall notify the Administrator in writing of the reasons for terminating the Contract. The Superintendent shall provide the opportunity for a private conference as provided by Indiana Code 20-28-7.5-2(b). Reasons for Termination for Cause may include:
 - (1) If the Superintendent has determined that the Administrator has committed a crime (regardless of whether the Administrator has been subject to criminal prosecution), or is convicted of a felony;
 - (2) The Administrator fails, without just cause, to follow a written directive of the Superintendent.
 - (3) The Administrator fails to meet the minimum requirements for the position, including appropriate certification and licensure;

- (4) The Administrator fails to follow legal CCSC Policy;
- (5) The Administrator receives more than two (2) consecutive poor evaluations with no substantial progress toward correcting areas of concern identified in said evaluations;
- (6) The Administrator has materially misstated qualifications held.

13) **Extension of Contract.** If no notice is given as provided in Paragraph 11, above, the Administrator's contract is extended for twelve (12) months following the expiration date of the contract, as provided by IC 20-28-8-3.

14) **Amendment.** This Contract and the Regular Teacher's Contract entered into between CCSC and Administrator constitute the entire Contract between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by CCSC and Principal. This Contract supersedes all prior Contracts between the parties.

15) **Regular Teacher's Contract provisions.** In accordance with Indiana Law, CCSC and Administrator hereby incorporate by reference in this Contract all of the provisions of the "Regular Teacher's Contract," as executed by CCSC and Administrator on the official form prescribed by the State Administrator of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Administrator for that school year, except those provisions which are not applicable, to include without limitation all of the provisions regarding the cancellation of said regular teacher's contract, to persons employed as a Administrator of a school corporation and except as modified in this Contract..

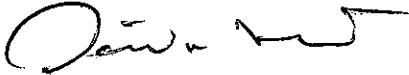
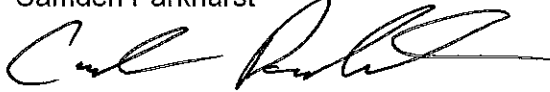
16) **General Terms.**

- a) **State Law Construction.** The terms of this Agreement shall be construed and regulated by the laws of the State of Indiana.
- b) **Breach and Waiver.** The breach of any provision hereunder shall not constitute a breach of the entire Agreement. However, the waiver by any of the parties hereto of a breach by any of the parties hereto shall not be a waiver by the non-breaching party of any subsequent breach of the breaching party.
- c) **Severability.** The parties agree that each and every paragraph, sentence, term, and provision of this Agreement shall be considered severable and that, in the event a court finds any paragraph, sentence, term, or provision to be invalid or unenforceable, the validity, enforceability, operation, or effect of the remaining paragraphs, sentences, terms or provisions shall not be affected, and this Agreement shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

IN WITNESS WHEREOF, CCSC Board, through duly authorized representation and Administrator have signed this Contract on the date written below.

Effective Date: 7-21-15

Date Signed:

<p>David W. Lambert President</p>  <p>Carroll Consolidated School Corporation Board of Trustees</p>	<p>Camden Parkhurst</p>  <p>Carroll Consolidated School Corporation Athletic Director</p>
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*This instrument prepared by Miriam E. Robeson, Attorney at Law
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