Carroll Consolidated School Corporation
Contract for Department Supervisor

This Contract for Department Supervisor (Contract) is made on the date written below, between the Carroll Consolidated School Corporation (Carroll) and **Richard Brown**, (Department Supervisor), for the following position:

CES Head Custodian

WHEREAS, Department Supervisor has certain skills and abilities that are considered necessary for Carroll to carry out its duties as a public education institution;

WHEREAS, Carroll seeks to engage Department Supervisor as an employee to provide Services to Carroll as set forth in this Contract;

WHEREAS, Department Supervisor has advised Carroll of his or her willingness, availability and ability to provide Services to Carroll as provided in this Contract;

NOW THEREFORE, in consideration of the foregoing recitals and the following terms and conditions, the parties agree as follows:

Article I
Appointment of Department Supervisor

1.1 *Appointment.* Carroll hereby appoints Department Supervisor as an employee for the purpose of providing Services as described in Article III of this Contract, and Department Supervisor accepts such appointment and agrees to perform the Services.

1.2 *Employee of the Corporation.* Department Supervisor is an employee of the Corporation with respect to his or her performance and obligations hereunder and shall have no power to act on behalf of or bind Carroll, except as provided herein. Department Supervisor is entitled to all rights and privileges of employees of the Corporation as set forth in the Employee Handbook and Corporation Policies, as amended from time to time.

1.3 *Classification as "Exempt" Employee.* By virtue of job classification, salary compensation, and supervision of employees, Department Supervisor is considered to be a "exempt" employee for purposes of the Fair Labor Standards Act.

Article II
Contract Term

2.1 *Contract Term.* Contract Services will commence on July 1, 2015 and end on or before June 30, 2016. This Contract may be extended for additional terms by the initials of the parties affixed to the end of this Contract, along with any adjustment in compensation.

2.2 *Termination.* Either party may terminate this Contract, with or without cause, upon fourteen (14) days written notice to the other party.

Article III
Department Supervisor Duties

3.1 *Department Supervisor Duties.* Department Supervisor duties under this Contract are to provide Department Supervisor services consistent with the duties necessary to effectively and smoothly administrate the Department. Such duties include duties as assigned by the Building Principal and Superintendent, and include but are not limited to:

JOB GOALS: Provide leadership and direction to custodial personnel in maintaining a school in a safe, clean and healthy environment for students and staff members.

ESSENTIAL FUNCTIONS include the following. Other duties may be assigned.

1. Coordinate the work schedules of building custodians.
2. Direct and assign personnel to specific jobs and tasks within the framework of their job description and work to be completed.
3. Inform principal of major equipment failure, needed repairs and maintenance of building.
4. Submit requests for and maintain inventory of custodial supplies in building.
5. Clean, dust mop, scrub and wax resilient floors as needed to protect floor finish.
6. Dry mop floors in rooms and hallways.
7. Clean and vacuum carpeting in rooms and hallways.
8. Stock machines and/or towel dispensers.
9. Scrub and disinfect shower rooms.
10. Change incandescent and fluorescent light bulbs.
11. Clean blackboards and erasers as assigned.
12. Submit a request for supplies to appropriate supervisor.
13. Clean and scrub water fountains, sinks, bowls, and glass mirrors.
14. Clean snow and ice from all walks and entrances to building.
15. Change air filters on a regularly schedule basis.
16. Clean carpeting and scrub down walls.
17. Install pencil sharpeners, replace fuses and be accountable for additional minor repairs to building, equipment and furniture.
18. Clean chair and desktops in classrooms and office areas.
19. Clean up leaves, trim shrubs and perform additional minor outside landscaping duties.
20. Check heating and electrical system regularly and report major problems to maintenance staff.
21. Operate floor scrubber and buffer.
22. Assist maintenance department in tasks or on detail where the work load or type of work is commensurate with regular duties.
23. Check water heaters, air compressors, and other equipment regularly to determine if they are operating properly.
24. Clean restroom areas.
25. Keep custodial storage areas and boiler rooms clean, neat and free of combustible materials.

26. Perform light maintenance work as needed.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

High school diploma or general education degree (GED); or one to three months related experience and/or training; or equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS:

Valid state driver's license - operator permit

LANGUAGE SKILLS:

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to supervisor, principal, and other employees of the organization.

MATHEMATICAL SKILL:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

REASONING ABILITY:

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

OTHER SKILLS and ABILITIES:

Ability to operate all custodial cleaning equipment. Must possess a knowledge of mechanical functions. Employee must maintain a positive relationship with other staff, parents, and students.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand and walk; use hands to finger, handle or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk and hear.

The employee must be able to lift and/or move 50 pounds repeatedly. Employee must be able to climb a 6', 12' and 14' ladder. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, and toxic or caustic chemicals. Employee is required to work both indoors and outdoors.

The noise level in the work environment is usually moderate.

TERMS OF EMPLOYMENT:

Twelve months per year. Salary and benefits as per Classified Policy.

EVALUATION: An evaluation will be done on the employee's performance after the first thirty days and then on an annual basis.

3.2 *Qualifications*. Department Supervisor asserts that he or she has and will maintain the necessary experience and qualifications to provide the services required under this Contract.

3.3 *Consultation with Building Principals and Superintendent*. Department Supervisor will execute his or her duties under the supervision and within the administrative guidelines set forth by the Building Principal and Superintendent. Department Supervisor will work with the Building Principals and other Department Supervisors to accomplish his or her duties in the best interests of Carroll.

3.4 *Abide by Carroll Policies*. At all times, Department Supervisor agrees to abide by Carroll policies on conduct, activity, and procedures and will demonstrate conduct appropriate for a role model to members of his or her staff, the school staff and students. If Department Supervisor fails to abide by Carroll policies, Carroll may, at its sole discretion, immediately terminate this Contract, effective upon service of written notice to Department Supervisor, with said notice stating what conduct violated which policy.

3.5 *Supervision of Department Staff.* Department Supervisor will effectively supervise staff under his or her control, including allocating appropriate duty assignments, supervising duty assignments, ensuring all necessary training and certification of Department staff, implementing and enforcing disciplinary measures, and conducting performance review. Where applicable, Department Supervisor will work with the Building Principal, Superintendent and School Board of Trustees for staff position descriptions and recommendations on hiring, retention, and firing of Department Staff. Department Supervisor understands that he or she is ultimately responsible for the performance of the duties of the Department.

3.6 *Full-Time Employee.* Department Supervisor is considered a full-time employee, and will not engage in any other employment at Carroll or during duty hours.

3.7 *Criminal Background Check.* Signature on this Contract operates as consent to a Criminal Background Check and any other background or credential verification necessary for the position or consistent with Carroll policies and procedures. Department Supervisor agrees to cooperate with Carroll in obtaining proof of back ground checks and certification. Appointment and continued employment is conditional upon satisfactory results of all background verification, and may be revoked at the sole discretion of Carroll if any required status or certification fails or falls out of compliance, or if Department Supervisor has provided false or incorrect information regarding background, credentials or status.

Article IV
Compensation

4.1 *Salary.* Department Supervisor will receive the amount of **$37,476.03** per Contract term for services rendered under this Contract, payable according to the customary Carroll payroll schedule. Any mid-term increases in compensation will take effect as authorized by the School Board of Trustees, and will be incorporated into the next Contract Term.

4.2 *Benefits.* Department Supervisor is entitled to all benefits available to non-certified staff of Carroll, including, but not limited to, vacation time, personal time, sick time, disability benefits, retirement benefits, health insurance, life insurance, and supplemental insurance, if available.

4.3 *Vacation.* In recognition of more than 40 years of service to Carroll Consolidated School Corporation, Department Supervisor will receive four (4) weeks of paid vacation.

Article V
Miscellaneous Provisions

5.1 *Amendment and Modification.* This Agreement is binding on the heirs, executors, successors and permitted assigns of the parties. Except as otherwise stated, this Agreement cannot be amended or modified except in a writing executed by both parties hereto.

5.2 *Applicable Law, Binding Effect.* This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Indiana. The Agreement shall inure to the benefit of and be binding upon Department Supervisor and Carroll and their respective successors and assigns.

5.3 *Notices.* All notices, requests, demands and other communications shall be in writing and shall be deemed given when delivered by hand, or sent by fax, or on the third day after mailing to the addresses listed below.

5.4 *Force Majeure.* Except as is otherwise expressly provided herein, neither Carroll nor Department Supervisor shall be responsible or liable for any failure of performance under this Agreement when such non-performance or failure to perform is due to any cause directly or indirectly rendering such performance impossible or commercially, impracticable, including but not limited to acts of God, floods, fires, explosions, storms, strikes, lockouts, work stoppages, slowdowns, boycotts, picketing, war.

5.5 *Entire Agreement.* Except as otherwise indicated, this Contract represents the entire agreement between the parties, and no other rights and obligations are created, express or implied.

Date:

Carroll Consolidated School Corporation	***Department Supervisor***
Signature: [signature]	Signature: [signature]
By: David W. Lambert, President	Printed name: Richard Brown
Address: 2 S Third Street Flora IN 46929 (574) 967-4113	Address: 111½ East Main
	City/State/Zip Delphi In.
	SS#:

Renewal for Additional Terms:

Year	*Compensation*	*Carroll Initials*	*Dept. Supervisor Initials*

This instrument prepared by Miriam E. Robeson, Attorney at Law
1799 N 200 E, Flora, Indiana 46929, (574) 967-4958