

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 **Byron Schaeffer**, (Department Supervisor), for the following position:

Mechanic

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 "Non Exempt" Employee.* By virtue of job classification, salary compensation, and supervision of employees, Department Supervisor is considered to be a "non-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, 2017, and end on or before June 30, 2018. This Contract may continue from year to year without further action by the parties.
- 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: To maintain all school buses in a state of readiness to transport students safely and efficiently during the school year.

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

1. Be responsible for mechanical repairs on all school buses and corporation owned vehicles.
 2. Maintain a reasonable supply of parts and equipment for all vehicles.
 3. Oversee the everyday operation of the transportation department. This may include the following functions:
 - a. Secure parts when requested or as needed.
 - b. Be responsible for the garage and office.
 - c. Pick up and/or deliver buses as required.
 4. Possess sufficient knowledge and experience to diagnose and trouble-shoot engine and electrical problems.
 5. Understand and possess the knowledge to rebuild brakes, master cylinders, clutches, automatic transmissions, and to overhaul an engine when required.
 6. Recognize the need to correct defects and/or replace worn parts and equipment as needed.
 7. Maintain complete mechanical records on all vehicles repaired or serviced by the transportation department. Report major problems to director.
 8. Participate in continuous training program to update skills.
- 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's 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 background 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 **\$39,543.79** 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 Health Insurance. Department Supervisor has elected to participate in the Health Insurance at the Family Plan level.

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, or 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: _____ By: David W. Lambert, President Address: 2 S Third Street Flora IN 46929 (574) 967-4113	Signature: _____ Printed name: _____ Address: _____ City/State/Zip _____ SS#: _____

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