

Carroll Consolidated School Corporation Athletic Director 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 **Lukas Harlow** (Athletic Director).

Recitals

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

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

- 1) **Term of Contract.** The Term of this Contract shall begin on August 27, 2018, (Effective Date) and shall continue until June 30, 2019 (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) **Duties.** During the Employment Term, Athletic Director 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 Junior/Senior High School Principal, 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.
 - b) **Supervision of Department Staff.** Athletic Director will effectively supervise volunteer and paid staff under his control, including allocating appropriate duty assignments, supervising duty assignments, ensuring all necessary training and certification of volunteers and staff, implementing and enforcing disciplinary measures, and conducting performance review. Where applicable, Athletic Director will work with the Building Principal, Superintendent and School Board of Trustees for staff position descriptions and recommendations on hiring, retention, and firing of Volunteers and Staff. Athletic Director understands that he is ultimately responsible for the performance of the duties of the Department.

- c) Reports to the Carroll Junior/Senior High School Principal and Superintendent. The Athletic Director reports to the Carroll Junior/Senior 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 Athletic Director is expected to perform the duties of the Athletic Director during the course of a full-time work week. In addition, the nature of the position requires that the Athletic Director be available during evenings and weekends, if required.
 - e) Professional Growth. The Board encourages the continuing professional growth of the Athletic Director through participation in professional seminars, programs, and conferences sponsored by local, state, and national school Athletic Director 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 Athletic Director 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 Junior/Senior High School Principal shall meet with the Athletic Director to review, evaluate and provide feedback on the Athletic Director's performance as provided by State law and CCSC policy.
- 6) Compensation and Benefits. As payment for services, CCSC will pay the Athletic Director 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 22 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 \$14,100 for a family insurance plan OR \$5,600 for a single insurance plan, to be applied toward the Athletic Director's premium of the Corporation group health insurance program or Corporation-sponsored Health Savings (or similar) accounts selected by the Athletic Director.
 - i) In the event that the Athletic Director 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 Athletic Director's Plan premium or Tax-Favored Health Plan as set forth above will be retained by the Corporation.
 - ii) Athletic Director may elect a payroll deduction of an additional amount to contribute to Athletic Director'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 Athletic Director or the insurer due to change in Athletic Director's status or plan, due to qualifying events or other changes, will be adjusted accordingly within the above parameters.
- c) Salary Reportable to PERF Retirement Fund. The total of the foregoing amounts a through c is intended to represent the Athletic Director'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 Public Employees' Retirement Fund for the Athletic Director.
- 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 Athletic Director (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 Athletic Director. Contributions made on behalf of the Principal shall immediately vest with the Athletic Director. For the initial term of this Contract, Athletic Director contribution of 1 ½% or greater will result in Board contribution of ¾ of 1% (.75%)
- g) Personal Leave. The Athletic Director shall be entitled to two personal leave days per year.
- h) Other Leave Benefits. If not otherwise set forth in this Contract, the Athletic Director shall be entitled to other leave benefits as set forth in the Master Contract for Teachers.
- i) Full-Time FSLA-Exempt Employee. Athletic Director is considered a full-time employee and by virtue of compensation and duties is exempt from FSLA overtime requirements.
- j) Relocation Incentive. There shall be a relocation incentive payment to the Athletic Director in the amount of Five Thousand Dollars (\$5,000.00) upon relocation of primary residency to within the Carroll Consolidated School Corporation district boundaries before August 27, 2019, contingent upon Athletic Director being employed in same position.
- 7) Association Dues. The Corporation shall pay the membership dues of the Athletic Director to the Indiana Interscholastic Athletic Directors' Association.
- 8) Income Protection/Disability Plan. The Board shall provide the Athletic Director with an income protection plan in the amount set forth in Paragraph 6) a) and 6) b) iii), above.
- 9) Reimbursement of Expenses. The Board will reimburse the Athletic Director for reasonable and customary expenses incurred while doing school business.
- 10) Professional liability.
 - a) Indemnity. CCSC shall defend, hold harmless and indemnify Athletic Director from any and all demands, claims, suits, actions and legal proceedings brought against Athletic Director in individual or official capacity as an agent or an employee of CCSC, in

connection with any matter arising while the Athletic Director 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 Athletic Director 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, Athletic Director shall have the right to employ separate legal counsel, in which case CCSC shall indemnify Athletic Director for the costs of legal defense, to the extent permitted by Ind. Code 20-26-5-4(17) or a successor statute.

11) **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 Athletic Director 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 Athletic Director in writing, delivered in person or by registered mail.
- d) Termination by Athletic Director Upon Expiration. On the expiration date set forth in the contract, if Athletic Director 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 Athletic Director agree in writing to such termination.
 - ii) Resignation of Athletic Director without Notice or Agreement. If the Athletic Director 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 Athletic Director 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 Athletic Director has committed a crime (regardless of whether the Athletic Director has been

- subject to criminal prosecution), or is convicted of a felony;
- (2) The Athletic Director fails, without just cause, to follow a written directive of the Superintendent.
 - (3) The Athletic Director fails to meet the minimum requirements for the position, including appropriate certification and licensure;
 - (4) The Athletic Director fails to follow legal CCSC Policy;
 - (5) The Athletic Director receives more than two (2) consecutive poor evaluations with no substantial progress toward correcting areas of concern identified in said evaluations;
 - (6) The Athletic Director has materially misstated qualifications held.
- 12) **Extension of Contract.** If no notice is given as provided in Paragraph 11, above, the Athletic Director's contract is extended for twelve (12) months following the expiration date of the contract, as provided by IC 20-28-8-3.
- 13) **Amendment.** This Contract and the Regular Teacher's Contract entered into between CCSC and Athletic Director 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 Athletic Director. This Contract supersedes all prior Contracts between the parties.
- 14) **Regular Teacher's Contract provisions.** In accordance with Indiana law, CCSC and Athletic Director incorporate by reference in this Contract all of the provisions of the "Regular Teacher's Contract," as executed by CCSC and Athletic Director 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 Athletic Director for that school year, except those provisions which are applicable, to include without limitation all of the provisions regarding the cancellation of said regular teacher's contract, to persons employed as an Athletic Director of a school corporation and except as modified in this Contract.
- 15) **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 Athletic Director have signed this Contract on the date written below.

Effective Date: _____

Date Signed: _____

C. David Bordner, President Carroll Consolidated School Corporation Board of Trustees	Lukas Harlow Carroll Consolidated School Corporation Athletic Director
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