

# Carroll Consolidated School Corporation Contract for Department Supervisor

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

## **Maintenance Supervisor**

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 an "exempt" employee for purposes of the Fair Labor Standards Act.

### **Article II**

#### **Contract Term**

- 2.1 Contract Term. Contract Services will commence on August 20, 2018, and end on or before June 30, 2019.
- 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:

**REPORTS TO:** Superintendent of Schools

**JOB GOAL:** To maintain the physical plant in a condition of operation excellence so there are not problems or interruptions to the educational program.

#### **JOB QUALIFICATIONS:**

Minimum of a high school diploma  
Experience in the maintenance and repair of mechanical equipment  
Knowledge of HVAC systems  
Knowledge of safe work practices  
Strong communication skills  
Must be able to lift at least 50 pounds and meet the physical demands of physical plant maintenance

#### **PERFORMANCE RESPONSIBILITIES:**

- Examine all buildings on a regular basis for needed repairs and maintenance.
- Establish and recommend priorities on repair projects.
- Estimate cost of repair projects in terms of labor, material and time.
- Establish and institute a preventative maintenance program for all buildings.
- Complete maintenance repairs as needed – personally or by an outside source as situation warrants.
- Establish and institute a program for emergency repairs.
- Coordinate the ordering of all supplies and materials needed for the continued operation of the building.
- Order materials as needed and make recommendations for supply and equipment purchase. This includes the development of specifications and evaluation of bids.
- Coordinate the work of outside contractors.
- Maintain accurate records.
- Communicate effectively with building principals and central office personnel.
- Develop and institute a snow removal plan.
- Perform all other duties as assigned.

#### **ADDITIONAL DUTIES:**

Availability The Maintenance Supervisor shall always be available for consultation. It shall also be the duty of the Maintenance Supervisor operations to make a periodic inspection of each building and report

his recommendations to the building principal. During times when school is not in session and the building principal is not on duty, custodial employees are to be supervised by the Maintenance Supervisor or his designee.

Approval of Purchase Orders and Overtime. The Maintenance Supervisor must approve all custodial and maintenance purchase orders and overtime.

Involuntary Termination of Employment. If it becomes necessary to relieve a maintenance or custodial employee of his duties and to sever the employment relationship, it shall be the duty of the Maintenance Supervisor to inform the Superintendent of the situation. After a decision has been made by the Superintendent, a recommendation will follow to the Board of Education and pending Board action, notification will be made to the employee by the Maintenance Supervisor. The Board of Education has the sole responsibility for terminating any employee.

Reporting Sick Days. All custodial and maintenance employees who are ill, must call in to their designated supervisor at least two (2) hours before their shift starting time.

Taking Sick Days. Sick days and personal business days must be used in one-half day increments. Any exception of this is classified as EMERGENCY LEAVE and must be approved by the Maintenance Supervisor or the Superintendent.

- 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 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 **\$51,923.03** for the 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 Cell Phone Provided As Necessary Part of Duties. The Corporation agrees to pay **seventy dollars (\$70) per month** for the Department Supervisor to maintain a cell phone. It is further agreed that the Department Supervisor shall be available for contact by the Corporation through cell phone at all times as a necessary part of his duties.
- 4.3 Vacation Benefits. Department Supervisor will be entitled to ten (10) days of paid vacation per year. After 10 years of service, Department Supervisor will be entitled to fifteen (15) days of paid vacation per year.
- 4.4 Benefits. Except as otherwise provided in this Contract, Department Supervisor is entitled to all benefits available to non-certified staff of Carroll, including, but not limited to, personal time, sick time, disability benefits, retirement benefits, health insurance, life insurance, and supplemental insurance, if available. Vacation time will be permitted within the first year of employment.
- 4.5 Relocation Incentive. There shall be a relocation incentive payment to the Department Supervisor 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 31, 2020, contingent upon Department Supervisor being employed in same position.

#### **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: \_\_\_\_\_

<b><i>Carroll Consolidated School Corporation</i></b>	<b><i>Department Supervisor</i></b>
Signature: _____ By: C. David Bordner, President  Address: 2 S Third Street Flora IN 46929 (574) 967-4113	Signature: _____  Printed name: _____  Address: _____  City/State/Zip _____  SS#: _____