

## Carroll Consolidated School Corporation Jr/Sr High School Principal Supplemental Contract

This **High School Principal Contract** (Contract) is entered into on the date written below between **Carroll Consolidated School Corporation** (CCSC), by the School Board of Trustees (Board) and **Tiffany Myers** (Principal).

### Recitals

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

**Therefore**, CCSC hereby employs Principal and the Principal hereby agrees to be employed as Principal 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 thirty-five (235) 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.** Principal will report for duty from July 1, 2015 on a full-time basis through June 30, 2016 and similarly for successive years of this Contract.
  - b) **Duties.** During the Employment Term, Principal shall serve CCSC as the Principal of Carroll Junior/Senior High School, 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.
  - c) **Reports to the Superintendent and Board of Trustees.** The Principal reports to the Superintendent and is also expected to supply regular activity reports to the Board of School Trustees.
  - d) **Extent of Service.** The Principal is expected to perform the duties of the Principal during the course of a full-time work week. In addition, the nature of the position requires that the Principal to be available during evenings and weekends, if required.
  - e) **Professional Growth.** The Board encourages the continuing professional growth of the Principal through his 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 Principal 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 Principal to review, evaluate and provide feedback on the Principal's performance as provided by State law and CCSC policy.
- a) Reassignment of Duties. In the event that Principal has two "ineffective" evaluations, the Corporation, via the Superintendent, reserves the right to reassign the Principal to other Administrator duties.
- 6) Professional Licensing requirement. Principal shall, at all times during the Contract Term, hold a valid license or certificate evidencing her qualifications to serve as Principal 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 Principal as follows:
- a) Salary. The salary effective upon commencement of employment, shall be \$80,000.00 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 Principal's premium of the Corporation group health insurance program or Corporation-sponsored Health Savings (or similar) accounts selected by the Principal.
    - i) In the event that the Principal 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 Principal's Plan premium or Tax-Favored Health Plan as set forth above will be retained by the Corporation.
    - ii) Principal may elect a payroll deduction of an additional amount to contribute to Principal'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 Principal or the insurer due to change in Principal'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 Principal'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 Principal.

- 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 Principal (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 Principal. Contributions made on behalf of the Principal shall immediately vest with the Principal. For the initial term of this Contract, Principal contribution of 1 ½% or greater will result in Board contribution of ¾ of 1% (.75%)
  - g) Personal Leave. The Principal shall be entitled to two personal leave days per year.
  - h) Other Leave Benefits. If not otherwise set forth in this Contract, the Principal shall be entitled to other leave benefits as set forth in the Master Contract for Teachers.
  - i) Transfer of Sick Days from Previous Employment. The Principal will start with thirteen (13) sick days the first year, and beginning in Principal's second year of employment, sick days transferred from Principal's previous employment will be applied to Principal's available sick days at a rate of three (3) days per year until all transferred sick days have been applied. The Principal will otherwise be eligible for accumulation of sick days as provided in the Teacher's Master Contract.
- 8) Association Dues. The Corporation shall pay the membership dues of the Principal to any professional organization up to \$280.00 per year.
- 9) Income Protection/Disability Plan. The Board shall provide the Principal 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 Principal for reasonable and customary expenses incurred while doing school business.
- 11) Professional liability.
- a) Indemnity. CCSC shall defend, hold harmless and indemnify Principal from any and all demands, claims, suits, actions and legal proceedings brought against Principal in individual or official capacity as an agent or an employee of CCSC, in connection with any matter arising while the Principal 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 Principal 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, Principal shall have the right to employ separate legal counsel, in which case CCSC shall indemnify Principal 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 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 Principal in writing, delivered in person or by registered mail.
- c) **Termination by Principal Upon Expiration.** On the expiration date set forth in the contract, if Principal not later than April 1 of the year in which the contract expires gives proper notice in writing to the Corporation.
- d) **No Termination of Agreement Except as Provided.** Except as provided herein, or as otherwise permitted by law, this Agreement cannot be terminated.
- e) **Termination Prior to Expiration of Contract Term.**
  - i) **Mutual Agreement.** The parties may terminate this Contract on any date if CCSC and the Principal agree in writing to such termination.
  - ii) **Resignation of Principal without Notice or Agreement.** If the Principal 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 Principal 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 Principal has committed a crime (regardless of whether the Principal has been subject to criminal prosecution), or is convicted of a felony;
    - (2) The Principal fails, without just cause, to follow a written directive of the Superintendent.
    - (3) The Principal fails to meet the minimum requirements for the position, including appropriate certification and licensure;
    - (4) The Principal fails to follow legal CCSC Policy;
    - (5) The Principal receives more than two (2) consecutive poor evaluations with no substantial progress toward correcting areas of concern identified in said evaluations;
    - (6) The Principal has materially misstated qualifications held.

13) **Extension of Contract.** If no notice is given as provided in Paragraph 11, above, the Principal'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 Principal 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 Principal hereby incorporate by reference in this Contract all of the provisions of the "Regular Teacher's Contract," as executed by CCSC and Principal on the official form prescribed by the State Principal of Public Instruction, for each applicable school year, setting forth the salary and schedule of installment payments for Principal 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 Principal of a school corporation and except as modified in this Contract..

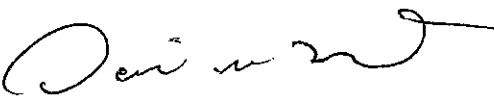

16) **General Terms.**

- 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 Principal have signed this Contract on the date written below.

Effective Date: 7-21-15

Date Signed: 7-21-15

<p>David W. Lambert, President</p>  <p>Carroll Consolidated School Corporation Board of Trustees</p>	<p>Tiffany Myers</p>  <p>Carroll Consolidated School Corporation Jr/Sr High School Principal</p>
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*This instrument prepared by Miriam E. Robeson, Attorney at Law  
1799 N 200 E, Flora, Indiana 46929, (574) 967-4958.*