

Carroll Consolidated School Corporation Special Education Director/Supervisor Contract

This **Special Education Director/Supervisor Contract** (Contract) is entered into on the date written below between **Carroll Consolidated School Corporation** (CCSC), by the School Board of Trustees (Board) and **Amy Mullens** (Special Education Director/Supervisor).

Recitals

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

Therefore, CCSC hereby employs Special Education Director/Supervisor and the Special Education Director/Supervisor hereby agrees to be employed as Special Education Director/Supervisor under the following terms and conditions:

- 1) **Term of Contract.** The Term of this Contract shall begin on January 1, 2020, (Effective Date) and shall continue until December 31, 2021 (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 term applicable to this contract shall be Two Hundred Twenty-Two (222) 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, Special Education Director/Supervisor shall serve CCSC as the Special Education Director/Supervisor 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 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.** Special Education Director/Supervisor will effectively supervise volunteer and paid staff under his/her 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, Special Education Director/Supervisor will work with the Building Principals, Superintendent and School Board of Trustees for staff position descriptions and recommendations on hiring, retention, and firing of volunteers and staff. Special Education Director/Supervisor understands that he/she is ultimately responsible for the performance of the duties of the Department.

- c) Reports to the Superintendent. The Special Education Director/Supervisor reports to the Superintendent, and is also expected to supply regular activity reports to the Board of School Trustees.
 - d) Extent of Service. The Special Education Director/Supervisor is expected to perform the duties of the Special Education Director/Supervisor during the course of a full-time work week. In addition, the nature of the position requires that the Special Education Director/Supervisor be available during evenings and weekends, if required.
 - e) Professional Growth. The Board encourages the continuing professional growth of the Special Education Director/Supervisor through participation in professional seminars, programs, and conferences sponsored by local, state, and national school Special Education Director/Supervisor 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 Special Education Director/Supervisor 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 Special Education Director/Supervisor to review, evaluate and provide feedback on the Special Education Director/Supervisor's performance as provided by State law and CCSC policy.
- 6) Compensation and Benefits. As payment for services, CCSC will pay the Special Education Director/Supervisor as follows:
- a) Salary. The salary effective upon commencement of this contract, shall be \$80,000.00 to be paid according to the CCSC compensation payment schedule.
 - b) Cell Phone Provided As Necessary Part of Duties. The Corporation agrees to pay seventy dollars (\$70) per month for the Special Education Director/Supervisor to maintain a cell phone. It is further agreed that the Special Education Director/Supervisor shall be available for contact by the Corporation through cell phone at all times as a necessary part of her duties.
 - c) Contribution for Health Insurance, Tax-Favored Health Plans. In lieu of insurance as provided in paragraph G of Article VI of the Teacher's Master Contract, The Corporation

shall contribute the amount of \$15,300 for a family insurance plan OR \$6,100 for a single insurance plan, to be applied toward the Special Education Director/Supervisor's premium of the Corporation group health insurance program or Corporation-sponsored Health Savings (or similar) accounts selected by the Special Education Director/Supervisor.

- i) In the event that the Special Education Director/Supervisor 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 Special Education Director/Supervisor's Plan premium or Tax-Favored Health Plan as set forth above will be retained by the Corporation.
 - ii) Special Education Director/Supervisor may elect a payroll deduction of an additional amount to contribute to Special Education Director/Supervisor'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 Special Education Director/Supervisor or the insurer due to change in Special Education Director/Supervisor's status or plan, due to qualifying events or other changes, will be adjusted accordingly within the above parameters.
- d) Salary Reportable to ISTRF Retirement Fund. The total of the foregoing amounts in subparagraphs a) and c) above is intended to represent the Special Education Director/Supervisor'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 Special Education Director/Supervisor.
- e) Vision Insurance. The Corporation shall contribute the amount as provided in the Teacher's Master Contract to be applied toward vision insurance.
- f) Life Insurance. The Corporation shall provide a life insurance policy equal in coverage to the annual salary of the Special Education Director/Supervisor (as noted in paragraph a above).
- g) Section 403(b) Annuity Plan. The Board also shall establish and maintain a Section 403(b) Annuity Plan ("403(b)") for the Special Education Director/Supervisor. Contributions made on behalf of the Special Education Director/Supervisor shall immediately vest with the Special Education Director/Supervisor. For the initial term of this Contract, Special Education Director/Supervisor's contribution of 1 ½% or greater will result in Board contribution of ¾ of 1% (.75%)
- h) Personal Leave. The Special Education Director/Supervisor shall be entitled to two personal leave days per year.

- i) Transfer of Sick Days from Previous Employment. The Special Education Director's/Supervisor's sick day balance of sixty-four (64) days from previous employment will transfer immediately.
 - j) Other Leave Benefits. If not otherwise set forth in this Contract, the Special Education Director/Supervisor shall be entitled to other leave benefits as set forth in the Master Contract for Teachers.
- 7) Full-Time FSLA-Exempt Employee. Director/Supervisor is considered a full-time employee and by virtue of compensation and duties is exempt from FSLA overtime requirements.
- 8) Income Protection/Disability Plan. The Board shall provide the Special Education Director/Supervisor with an income protection plan in the amount set forth in Paragraph 6) a) and 6) c) iii), above.
- 9) Reimbursement of Expenses. The Board will reimburse the Special Education Director/Supervisor for reasonable and customary expenses incurred while doing school business.
- 10) Professional liability.
- a) Indemnity. CCSC shall defend, hold harmless and indemnify Special Education Director/Supervisor from any and all demands, claims, suits, actions and legal proceedings brought against Special Education Director/Supervisor in individual or official capacity as an agent or an employee of CCSC, in connection with any matter arising while the Special Education Director/Supervisor 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 Special Education Director/Supervisor 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, Special Education Director/Supervisor shall have the right to employ separate legal counsel, in which case CCSC shall indemnify Special Education Director/Supervisor 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 Special Education Director/Supervisor 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 Special Education Director/Supervisor in writing, delivered in person or by registered mail.
- d) Termination by Special Education Director/Supervisor Upon Expiration. On the expiration date set forth in the contract, if Special Education Director/Supervisor 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 Special Education Director/Supervisor agree in writing to such termination.
- ii) Resignation of Special Education Director/Supervisor without Notice or Agreement. If the Special Education Director/Supervisor 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 Special Education Director/Supervisor 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 Special Education Director/Supervisor has committed a crime (regardless of whether the Special Education Director/Supervisor has been subject to criminal prosecution), or is convicted of a felony;
 - (2) The Special Education Director/Supervisor fails, without just cause, to follow a written directive of the Superintendent.
 - (3) The Special Education Director/Supervisor fails to meet the minimum requirements for the position, including appropriate certification and licensure;
 - (4) The Special Education Director/Supervisor fails to follow legal CCSC Policy;
 - (5) The Special Education Director/Supervisor receives more than two (2) consecutive poor evaluations with no substantial progress toward correcting areas of concern identified in said evaluations;
 - (6) The Special Education Director/Supervisor has materially misstated qualifications held.

- 12) **Extension of Contract.** If no notice is given as provided in Paragraph 11, above, the Special Education Director/Supervisor'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 entered into between CCSC and Special Education Director/Supervisor 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 Special Education Director/Supervisor. This Contract supersedes all prior Contracts between the parties.
- 14) **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.
 - d) **Force Majeure.** Except as is otherwise expressly provided herein, neither Carroll nor Special Education Director/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.

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IN WITNESS WHEREOF, CCSC Board, through duly authorized representation and Special Education Director/Supervisor have signed this Contract on the date written below.

Effective Date: _____

Date Signed: 1.14.2020

Patrick A. Hickner, President

Amy Mullens

Carroll Consolidated School Corporation
Board of Trustees

Amy Mullens
Carroll Consolidated School Corporation
Special Education Director/Supervisor

***This instrument prepared by Miriam E. Robeson, Attorney at Law
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